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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

129 PLEASANT STREET, CONCORD, NH 03301  
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June 6, 2016

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

**REQUESTED ACTION**

1. Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to enter into Agreements with the vendors listed below, to provide peer support services in an amount not to exceed \$5,518,958, effective July 1, 2016 through June 30, 2018, upon approval by Governor and Executive Council. 55.45% Federal, 44.55% General Funds

Summary of contract amounts by Vendor.

Vendor	Location	Budget Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758
Monadnock Area Peer Support Agency	Keene, NH	\$528,228
On the Road to Recovery, Inc.	Manchester, NH	\$885,716
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690
The Alternative Life Center	Conway, NH	\$1,046,552
Tri-City Consumers' Action Co-operative	Rochester, NH	\$369,214
		\$5,518,958

2. Contingent upon approval of Requested Action #1, authorize an advance payment up to a maximum of one-twelfth of the contract price limitation per each Vendor for each State Fiscal Year. If exercised this amount would be \$459,913.17.

Funds are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

**Please see attached financial detail.**

### **EXPLANATION**

The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

Approval of these eight (8) Agreements will allow the Contractors to provide peer support services to adults with long-term and/or severe mental illness. The Contractor will provide services that will enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness. Peer support services include supportive interactions and shared experiences using an Intentional Peer Support model that fosters recovery from mental illness and self-advocacy skills. Additionally, peer support services teach wellness self-management, and provide outreach by face-to-face or telephone calls to provide continued support to consumers who may not be able to attend services. Also warmline line services will be available statewide by providing telephone peer support to assist individuals in addressing a current crisis related to their mental health during hours when an agency is closed for services. These eight peer support agency contractors expect to serve a total of 3,300 consumers during State Fiscal Year 2017. The Agreements require the Contractors increase the number of consumers served by 10% for each subsequent State Fiscal Year.

Approval of the advanced payment for each of the eight (8) Vendors, for each State Fiscal Year, will allow the Contractors to continue to cover operating expenses. These funds cover day to day costs including payroll and occupancy. These agencies face considerable challenges in their day to day operations. The Department considers advance payment to these vendors as a necessary method to ensure ongoing services for the clients that they serve. The Department is in close communications with these agencies and monitors their financial status on an ongoing basis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP2017-BBH-02-PEERS) on the Department of Health and Human Services website March 24, 2016 through April 26, 2016. The Department received eight proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing peer support services would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts. Monthly Board minutes and attachments will be submitted for review as well as a Board member list whenever changes in membership occur. Quarterly review letters based upon review of monthly and quarterly submissions will be sent to the agencies requiring corrective action response when necessary. In addition, the Department monitors the peer support Contractors through quality assurance reviews, monthly meetings, monthly and quarterly financial reporting and quarterly statistical reporting.

The attached Contracts include language that reserves the right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

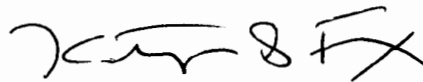
Should Governor and Council determine not to approve this request, 3,300 persons could lose a valuable support they have come to rely on to manage their symptoms of mental illness. Some individuals likely will need a higher level of service including hospitalization.

Area served: Statewide.


Source of funds: 44.55% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

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

Respectfully submitted



Katja S. Fox  
Director



Approved by:

Jeffrey A. Meyers  
Commissioner

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
<b>The Alternative Life Center</b>			
Vendor # 068801			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
<b>Subtotal</b>			<b>\$ 580,308.00</b>
<b>The Stepping Stone Drop-In Center Association</b>			
Vendor # 157967			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
<b>Subtotal</b>			<b>\$ 419,580.00</b>
<b>Lakes Region Consumer Advisory Board</b>			
Vendor # 157060			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
<b>Subtotal</b>			<b>\$ 376,366.00</b>
<b>Monadnock Area Peer Support Agency</b>			
Vendor # 157973			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
<b>Subtotal</b>			<b>\$ 292,898.00</b>
<b>H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI</b>			
Vendor # 209287			
<b>State Fiscal Year</b>	<b>Class Title</b>	<b>Class Account</b>	<b>Current Budget</b>
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
<b>Subtotal</b>			<b>\$ 423,720.00</b>

Financial Detail

<b>On the Road to Recovery, Inc.</b>			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 245,562.00
2018	Contracts for Prog Svs	102-500731	\$ 245,562.00
<b>Subtotal</b>			<b>\$ 491,124.00</b>

<b>Connections Peer Support Center</b>			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 135,751.00
2018	Contracts for Prog Svs	102-500731	\$ 135,751.00
<b>Subtotal</b>			<b>\$ 271,502.00</b>

<b>Tri-City Consumers' Action Co-operative</b>			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 102,362.00
2018	Contracts for Prog Svs	102-500731	\$ 102,362.00
<b>Subtotal</b>			<b>\$ 204,724.00</b>
<b>SUB TOTAL</b>			<b>\$ 3,060,222.00</b>

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES  
 100% General Funds  
 Activity Code: 92207011

<b>The Alternative Life Center</b>			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 233,122.00
2018	Contracts for Prog Svs	102-500731	\$ 233,122.00
<b>Subtotal</b>			<b>\$ 466,244.00</b>

<b>The Stepping Stone Drop-In Center Association</b>			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 168,555.00
2018	Contracts for Prog Svs	102-500731	\$ 168,555.00
<b>Subtotal</b>			<b>\$ 337,110.00</b>

Financial Detail

<b>Lakes Region Consumer Advisory Board</b>			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
<b>Subtotal</b>			<b>\$ 302,392.00</b>
<b>Monadnock Area Peer Support Agency</b>			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
<b>Subtotal</b>			<b>\$ 235,330.00</b>
<b>H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI</b>			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
<b>Subtotal</b>			<b>\$ 340,436.00</b>
<b>On the Road to Recovery, Inc.</b>			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
<b>Subtotal</b>			<b>\$ 394,592.00</b>
<b>Connections Peer Support Center</b>			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
<b>Subtotal</b>			<b>\$ 218,142.00</b>
<b>Tri-City Consumers' Action Co-operative</b>			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
<b>Subtotal</b>			<b>\$ 164,490.00</b>
<b>SUB TOTAL</b>			<b>\$ 2,458,736.00</b>
<b>TOTAL</b>			<b>\$ 5,518,958.00</b>



**New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet**

Peer Support Services

RFP-2017-BBH-02-PEERS

RFP Name

RFP Number

Reviewer Names

1. Peter Reid
2. Ann Driscoll
3. Stacey Dubia
4. Tom Grinley
5. Jamie Kelly
6. Elizabeth Fenner-Lukaitis
- 7.
- 8.
- 9.

Maximum Points	Actual Points
575	301
575	271
575	365
575	428
575	481
575	481
575	453
575	454

Bidder Name

1. Connection Peer Support Center
2. HEART Peer Support Center
3. Lakes Region Consumer Advisory Board
4. Monadnock Area Peer Support Agency
5. On the Road to Recovery
6. Stepping Stone Drop In Center
7. The Alternative Life Center
8. Tri-City Consumers' Action Cooperative

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-01)

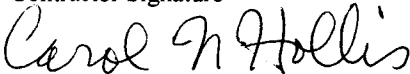
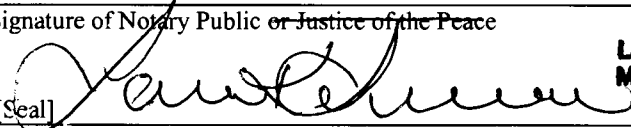
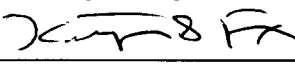
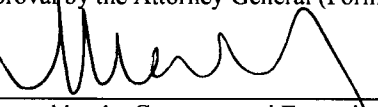
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Connections Peer Support Center		1.4 Contractor Address 544 Islington Street Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-427-6966	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$489,644.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carol Hollis, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/31/16</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 		LAURA K. GRISWOLD, Notary Public My Commission Expires April 8, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Laura Griswold			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
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) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials CH  
Date 9/31/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials CH  
Date 9/31/16

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.15. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.16. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.17. Week is defined as Monday through Sunday.



## Exhibit A

### 3. Scope of Services

#### 3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



## Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



## Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
    - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
  - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
    - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
  - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
  - 3.1.1.15. Invite guests to participate in peer support activities.
  - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
  - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500





## Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

### 3.3. Warmline Services

- 3.3.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.3.1.1. Are primarily provided to any individual who lives or works in Region(s) 8, 9, and 10, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - 3.3.1.2. Are provided during the hours the peer support agency is closed.
  - 3.3.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.3.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.3.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.3.1.6. Are provided by staff that are trained in providing crisis services.
  - 3.3.1.7. May include outreach calls described in Section 3.2.1.5

## 4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 8, and other Regions specific to services identified in Section 3.3.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - 4.3.1. A Building in compliance with local health, building and fire safety codes,



## Exhibit A

- 4.3.2. A Building that is maintained in good repair and be free of hazard,
- 4.3.3. A building that includes:
  - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
  - 4.3.3.2. At least one telephone for incoming and outgoing calls,
  - 4.3.3.3. A functioning septic or other sewage disposal system, and
  - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
    - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
    - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
  - 6.1.3. Has at a minimum the following qualification:
    - 6.1.3.1. One year of supervisory or management experience, and
      - a. An associate's degree or higher administration, business management, education, health, or human services; or
      - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - c. Each year of experience in the peer support field may be substituted for one year of academic experience.



## Exhibit A

- 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
  - 6.1.4.1. The performance expectations approved by the board
  - 6.1.4.2. The Department's policies and rules
  - 6.1.4.3. The Contract terms and conditions
  - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
  - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 6.8.3. The description of time frames necessary for obtaining staff replacements;
  - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

## 7. Staff Training and Development



## Exhibit A

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,
  - 7.2.6. Harassment, discrimination, and diversity,
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
  - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
  - 7.3.1. Job Descriptions
  - 7.3.2. Staffing pattern
  - 7.3.3. Conditions of employment
  - 7.3.4. Grievance procedures
  - 7.3.5. Performance reviews
  - 7.3.6. Individual staff development plans
  - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
    - 7.3.7.1. Citizenship or authorization to work
    - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
    - 7.3.7.3. Criminal Records Check
    - 7.3.7.4. Previous employment
    - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:



## Exhibit A

- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
- 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
- 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
- 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:



## Exhibit A

- 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
- 7.12.1. Staff Development;
  - 7.12.2. Supervision;
  - 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.



## Exhibit A

### 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
  - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
      - d. Establish and maintain the bylaws
    - 8.1.2.2. Bylaws that outline the:
      - a. Responsibilities and powers of the Board of Directors,
      - b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
      - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
      - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.



## Exhibit A

- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
  - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 8.7.3. Internal Control Procedures; and
  - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
  - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
  - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
  - 8.10.3. Maintain documentation of the process and results of annual board elections.
  - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

## 9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.





## Exhibit A

- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

## 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
  - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
    - 10.1.1.1. consumer name,
    - 10.1.1.2. date of written grievance,
    - 10.1.1.3. nature/subject of the grievance.
  - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
  - 10.1.3. Tracking complaints
  - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
  - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
  - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
  - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
  - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
  - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

## 11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.



## Exhibit A

11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.

11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

## 12. Reporting

12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.

12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.

12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.

12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.

12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:

12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.

12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

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

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



## Exhibit A

12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

### 13. Quality Improvement

13.1. The Contractor agrees to quality assurance review as follows:

13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.1.2. Ensure the Department is provided with access that includes but is not limited to:

13.1.2.1. Data

13.1.2.2. Financial records

13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.5. Scheduled phone access to Contractor principals and staff

13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:

13.2.1. Participate in quality improvement review as in Section 13.1

13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.

13.2.3. Review of personnel files for completeness; and

13.2.4. Review of complaint process.

13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



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## **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

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8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
- 8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
  - 8.2. The invoice must be submitted to:
    - Financial Manager
    - Bureau of Behavioral Health
    - Department of Health and Human Services
    - 105 Pleasant Street, Main Building
    - Concord, NH 03301
9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:
- 9.1. Training and Development: \$1,000.
  - 9.2. Capital Reserve Fund: \$2,901.
  - 9.3. Capital Expenditure: \$0.
  - 9.4. Crisis Respite: \$0.
  - 9.5. Retirement: \$2,424.
10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 (except for 9.2 Capital Reserve Fund) above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 10.1. The invoice must be submitted to:
    - Financial Manager
    - Bureau of Behavioral Health
    - Department of Health and Human Services
    - 105 Pleasant Street, Main Building
    - Concord, NH 03301
11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.
- 11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
  - 11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

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- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
    - 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
    - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
    - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
  13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
  14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
  15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
  16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
  17. Funding may not be used to replace funding for a program already funded from another source.
  18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
  19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
  20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

**Exhibit B-1**

**BUDGET FORM**

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

**Bidder Name:** Connections Peer Support Center

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

**Budget Period:** 7/1/16 through 6/30/17

<b>Line Item Budget Reference Number</b>	<b>Line Item Budget Description</b>	<b>Total Amount</b>
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	133,344
602	Employee Benefit	33,061
603	Payroll taxes	10,201
	Subtotal	<b>176,605</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	6,600
625	Audit Fees	7,500
626	Legal Fees	0
627	Other Professional Fees and Consultants	2,400
	Subtotal	<b>16,500</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	0
642	Mortgage Payments	11,260
643	Heating Costs	3,500
644	Other Utilities	4,200
645	Maintenance and Repairs	2,500
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	<b>21,460</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	500
652	Building/Household	700
653	Rehabilitation/Training	150
655	Food	1,500
657	Other Consumable Supplies	1,000
	Subtotal	<b>3,850</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	0
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,600
680	EQUIPMENT MAINTENANCE	1,576
700	ADVERTISING	250
710	PRINTING	1,200
720	TELEPHONE/COMMUNICATIONS	2,800
730	POSTAGE/SHIPPING	500
	Subtotal	<b>12,827</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	700
742	Staff	2,500
743	Members and Participants	4,000
	Subtotal	<b>7,200</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	0
752	Clothing	0
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	1,000
763	Comprehensive Property & Liability	3,600
800	OTHER EXPENDITURES	780
801	INTEREST EXPENSE	0
	Subtotal	<b>5,380</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>244,822</b>

**Exhibit B-2**

**BUDGET FORM**

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

**Bidder Name:** Connections Peer Support Center

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

**Budget Period:** 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	133,344
602	Employee Benefit	33,061
603	Payroll taxes	10,201
	Subtotal	<b>176,605</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	6,600
625	Audit Fees	7,500
626	Legal Fees	0
627	Other Professional Fees and Consultants	2,400
	Subtotal	<b>16,500</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	0
642	Mortgage Payments	11,260
643	Heating Costs	3,500
644	Other Utilities	4,200
645	Maintenance and Repairs	2,500
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	<b>21,460</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	500
652	Building/Household	700
653	Rehabilitation/Training	150
655	Food	1,500
657	Other Consumable Supplies	1,000
	Subtotal	<b>3,850</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,600
680	EQUIPMENT MAINTENANCE	1,576
700	ADVERTISING	250
710	PRINTING	1,200
720	TELEPHONE/COMMUNICATIONS	2,800
730	POSTAGE/SHIPPING	500
	Subtotal	<b>12,827</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	700
742	Staff	2,500
743	Members and Participants	4,000
	Subtotal	<b>7,200</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	0
752	Clothing	0
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	1,000
763	Comprehensive Property & Liability	3,600
800	OTHER EXPENDITURES	780
801	INTEREST EXPENSE	0
	Subtotal	<b>5,380</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>244,822</b>





**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**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. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



- 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: Connections  
Peer Support Center

5/31/16  
Date

Carol Hollo  
Name:  
Title: VP president





CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Connections Peer Support Center

5/31/16  
Date

Carol Hollis  
Name:  
Title:



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Connections Peer Support Center

Carol Holles

Name: vice President  
Title:

5/31/16  
Date



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

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

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

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

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

Exhibit G

Contractor Initials CH

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Connections Peer Support Center

5/31/16  
Date

Carol Hollis  
Name:  
Title: Vice President

Exhibit G

Contractor Initials CH

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

Date 5/31/16



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: *Connections Peer Support Center*

5/31/16  
Date

Carol Hollis  
Name: *Vice President*  
Title:



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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





Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/2/16  
Date

Connections Peer Support Center  
Name of the Contractor

Carol Hollis  
Signature of Authorized Representative

Carol Hollis  
Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date



**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: Connections Peer Support Center

5/31/16  
Date

Carol Hollis  
Name:  
Title:



**FORM A**

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

1. The DUNS number for your entity is: 962070934
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Connections Peer Support Center is a New Hampshire nonprofit corporation formed June 8, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

I, Florence A. Roskey, do hereby certify that:  
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of Connections Peer Support Center  
(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 4/21/2016:  
(Date)

**RESOLVED:** That the Vice President  
(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 31 day of May, 2016  
(Date Contract Signed)

4. Carol Hollis is the duly elected Vice President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Florence A. Roskey  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Rockingham

The forgoing instrument was acknowledged before me this 2 day of June, 2016

By Florence A. Roskey  
(Name of Elected Officer of the Agency)

Darlene Randall  
(Notary Public/Justice of the Peace)

**DARLENE M. RANDALL**  
**NOTARY PUBLIC**  
**State of New Hampshire**  
**My Commission Expires**  
**September 16, 2020**  
Commission Expires: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2016

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

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

<b>PRODUCER</b> <b>The Demers Agency</b> <b>200 Lafayette Road, Suite 5</b> <b>North Hampton, NH 03862</b>	<b>CONTACT NAME:</b> Cyndl Hewitt <b>PHONE (A/C, No, Ext):</b> 603-964-9555 <b>E-MAIL ADDRESS:</b> hewittc1@nationwide.com	<b>FAX (A/C, No):</b> 603-964-1651
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>Connections Peer Support Center Inc.</b> <b>544 Islington Street</b> <b>Portsmouth, NH 03801</b>	<b>INSURER A:</b> Nationwide Mutual Insurance Company	
	<b>INSURER B:</b> Nationwide Mutual Fire Insurance Company	
	<b>INSURER C:</b> Mount Vernon Fire Insurance Company	
	<b>INSURER D:</b> Hartford Insurance Company	
	<b>INSURER E:</b> Merchants Bonding Company	
	<b>INSURER F:</b>	

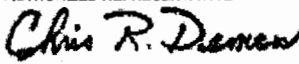
<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>		ACP GLO 5473657605	12/18/2015	12/18/2016	EACH OCCURRENCE \$ <b>2,000,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>100,000</b>
						MED EXP (Any one person) \$ <b>5,000</b>
						PERSONAL & ADV INJURY \$ <b>2,000,000</b>
						GENERAL AGGREGATE \$ <b>2,000,000</b>
						PRODUCTS - COMPOP AGG \$ <b>2,000,000</b>
						\$
	GENL AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT				
		<input type="checkbox"/> LOC				
	OTHER:					
B	<b>AUTOMOBILE LIABILITY</b>		ACP BAF 5473657605	12/18/2015	12/18/2016	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		6S60UB-2E26231-1-16	06/12/2016	06/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	<b>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</b>	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b>
						E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
A	<b>Property Coverage</b>		ACP CPP 5473657605	12/18/2015	12/18/2016	Bldg \$351,300 Contents \$35,900
C	<b>Non Profit Directors &amp; Officers</b>		NDO2006703L-Claims Made	11/17/2015	11/17/2016	Deductible \$500
						\$1,000,000 Occurrence & Aggregate

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

**E Merchants Bonding Company: Employee Dishonesty Bond # NHF 3234**  
 Bond Limit = \$25,000  
 Term: 10/06/15-10/06/16

<b>CERTIFICATE HOLDER</b> Sandra Lawrence Main Bldg, Room 210S Contract Mgt Bureau of Behavioral Health 105 Pleasant Street Concord NH 03301 fax: 603-373-6519	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

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**MERCHANTS**  
**BONDING COMPANY**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**THIS ENDORSEMENT CHANGES THE BOND. PLEASE READ IT CAREFULLY.**  
**FIDELITY BOND CHANGE**

Bond Number: 3234

The Insured: Seacoast Consumer Alliance Peer Support Center, Inc.

The Bond is amended as provided in the following checked items:

- a. The Insured is changed to Connections Peer Support Center
- b. The address of the Insured is changed to \_\_\_\_\_
- c. The Bond Effective Date is changed to \_\_\_\_\_
- d. The Bond Expiration Date is changed to \_\_\_\_\_
- e. The Bond Number is changed to \_\_\_\_\_
- f. The Limit of Liability is changed  
From \_\_\_\_\_ To \_\_\_\_\_  
(Not valid if filled in for more than \$400,000)

All terms and conditions of said bond, except as above changed, shall remain the same.

# Connections Peer Support Center

544 Islington Street, Portsmouth, NH 03801

Telephone: 603-427-6966 Fax: 603-373-6519

[info@connectionspeersupport.org](mailto:info@connectionspeersupport.org)

## Mission Statement

**The mission of the Connections Peer Support Center is to promote the health, wellness, and recovery of our members and participants, who have had, currently have, or are at risk of having mental health issues. We do this by providing a safe environment for self-reflection using Intentional Peer Support and a daily variety of groups and educational opportunities to support movement towards self-determination and empowerment and hope-based recovery.**

## Vision

**All members will participate and feel comfortable in their communities  
Have the tools to fulfill their basic needs and personal goals and recovery  
Connect to resources they need  
Will feel supported by their peers  
Understand the role of recovery in their lives  
Contribute to their communities at large  
Able to navigate through the system  
Feel hopeful  
Will feel welcome and comfortable**

Approved by: Connections Peer Support Center Board of Directors

*Ann Roberts, President BSD*

Signature & Title of Authorized Board Member

*4/26/16*

Date

*Financial Statements*

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**SEACOAST CONSUMER ALLIANCE  
PEER SUPPORT CENTER, INC.**

**FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014  
AND  
INDEPENDENT AUDITORS' REPORT**

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**FINANCIAL STATEMENTS**  
**FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	5
Statements of Functional Expenses	6 - 7
Notes to Financial Statements	8 - 12
Supplemental Schedule	
Bureau of Behavioral Health (BBH) Refundable Advance Schedule	13

To the Board of Directors of  
Seacoast Consumer Alliance Peer Support Center, Inc.  
Portsmouth, New Hampshire

**Leone,  
McDonnell  
& Roberts**  
PROFESSIONAL ASSOCIATION  
CERTIFIED PUBLIC ACCOUNTANTS  
WOLFEBORO • NORTH CONWAY  
DOVER • CONCORD  
STRATHAM

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Seacoast Consumer Alliance Peer Support Center, Inc. (a New Hampshire nonprofit organization) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

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

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

### **Auditors' Responsibility**

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

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

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

## Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Consumer Alliance Peer Support Center, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

## Other Matter

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

*Leone, McDonnell + Roberts  
Professional Association*

October 16, 2015  
Dover, New Hampshire

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 123,694	\$ 96,635
Accounts receivable	4,972	-
Prepaid expenses	<u>8,716</u>	<u>8,620</u>
Total current assets	<u>137,382</u>	<u>105,255</u>
<b>PROPERTY AND EQUIPMENT, NET</b>	<u>119,058</u>	<u>122,668</u>
<b>OTHER ASSETS</b>		
Certificate of deposit	<u>3,240</u>	<u>3,217</u>
Total assets	<u>\$ 259,680</u>	<u>\$ 231,140</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 1,987	\$ 1,871
Accounts payable	4,322	1,044
Accrued expenses	7,894	8,761
Accrued payroll and related taxes	8,216	9,138
Refundable advances	<u>107,402</u>	<u>73,645</u>
Total current liabilities	<u>129,821</u>	<u>94,459</u>
<b>LONG TERM DEBT, NET OF CURRENT PORTION</b>	<u>27,463</u>	<u>36,779</u>
Total liabilities	<u>157,284</u>	<u>131,238</u>
<b>NET ASSETS</b>		
Unrestricted	<u>102,396</u>	<u>99,902</u>
Total liabilities and net assets	<u>\$ 259,680</u>	<u>\$ 231,140</u>

See Notes to Financial Statements



**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>PUBLIC SUPPORT</b>		
Grants and contracts	\$ 218,528	\$ 225,544
Donations	<u>1,915</u>	<u>2,583</u>
Total public support	220,443	228,127
<b>REVENUES</b>		
Interest	<u>65</u>	<u>38</u>
Total public support and revenues	<u>220,508</u>	<u>228,165</u>
<b>EXPENSES</b>		
Program services	189,899	207,125
General and administrative	<u>28,115</u>	<u>26,773</u>
Total expenses	<u>218,014</u>	<u>233,898</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	2,494	(5,733)
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>99,902</u>	<u>105,635</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 102,396</u>	<u>\$ 99,902</u>

See Notes to Financial Statements

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ 2,494	\$ (5,733)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	7,995	8,738
(Increase) decrease in assets:		
Accounts receivable	(4,972)	-
Prepaid expenses	(96)	(329)
Increase (decrease) in liabilities:		
Accounts payable	3,278	(2,326)
Accrued expenses	(867)	220
Accrued payroll and related taxes	(922)	2,427
Refundable advances	33,757	12,284
	<u>40,667</u>	<u>15,281</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>		
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of property and equipment	(4,385)	-
Increase in certificate of deposit	(23)	-
	<u>(4,408)</u>	<u>-</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>		
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Principal payments of long term debt	(9,200)	(8,669)
	<u>(9,200)</u>	<u>(8,669)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>		
<b>NET INCREASE IN CASH</b>	27,059	6,612
<b>CASH, BEGINNING OF YEAR</b>	<u>96,635</u>	<u>90,023</u>
<b>CASH, END OF YEAR</b>	<u>\$ 123,694</u>	<u>\$ 96,635</u>

**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Cash paid for interest during the year	<u>\$ 2,060</u>	<u>\$ 2,590</u>
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See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2015**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 116,623	\$ 3,607	\$ 120,230
Professional fees	-	17,002	17,002
Payroll taxes	11,866	1,032	12,898
Office supplies and postage	9,511	501	10,012
Utilities	7,116	1,063	8,179
Benefits	7,602	572	8,174
Depreciation	7,036	959	7,995
Travel	6,864	763	7,627
Staff development	6,544	727	7,271
Insurance	4,501	1,125	5,626
Other	4,206	467	4,673
Telephone	3,135	-	3,135
Repairs and maintenance	2,414	-	2,414
Interest	1,792	268	2,060
Dues and publications	558	29	587
Conferences and meetings	131	-	131
<b>TOTAL</b>	<u>\$ 189,899</u>	<u>\$ 28,115</u>	<u>\$ 218,014</u>

See Notes to Financial Statements

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2014**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 132,199	\$ 4,089	\$ 136,288
Professional fees	-	15,197	15,197
Office supplies and postage	12,319	648	12,967
Payroll taxes	11,190	973	12,163
Benefits	8,460	637	9,097
Depreciation	7,689	1,049	8,738
Travel	7,524	836	8,360
Utilities	6,867	1,026	7,893
Insurance	4,934	1,234	6,168
Staff development	3,974	442	4,416
Telephone	3,794	-	3,794
Repairs and maintenance	2,893	-	2,893
Other	2,488	276	2,764
Interest	2,253	337	2,590
Dues and publications	541	29	570
<b>TOTAL</b>	<u>\$ 207,125</u>	<u>\$ 26,773</u>	<u>\$ 233,898</u>

See Notes to Financial Statements

**SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

**NOTE 1. ORGANIZATION**

Seacoast Consumer Alliance Peer Support Center, Inc. (the Alliance) is a nonprofit organization that was established on June 8, 1992 and whose operations are located in Portsmouth, New Hampshire. The Alliance's purpose is to implement a consumer agenda for improving the quality of life of adult consumers of mental health services in Rockingham County. A majority of the Alliance's support is provided by a grant from the State of New Hampshire Bureau of Health and Human Services.

**NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Basis of Accounting**

The Alliance prepares its financial statements using the accrual method of accounting, in accordance with accounting principles generally accepted in the United States of America, whereby revenue is recognized when earned and expenses are recognized in the period incurred.

**Basis of Presentation**

The financial statement presentation follows Accounting Standards Codification Topic 958-205, *Presentation of Financial Statements*. Under ASC Topic 958-205, the Alliance is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. As of June 30, 2015 and 2014, the Alliance has no temporarily or permanently restricted net assets.

**Use of Estimates**

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

**Cash Equivalents**

The Alliance considers all highly liquid instruments with an original maturity date of three months or less to be cash equivalents. The Alliance has no cash equivalents as of June 30, 2015 and 2014.

### **Property and Equipment**

Purchases of property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized.

Property and equipment at June 30, 2015 and 2014, consisted of the following:

	<u>2015</u>	<u>2014</u>
Buildings	\$ 118,167	\$ 118,167
Leasehold improvements	39,640	37,970
Furniture and fixtures	13,050	10,335
Vehicles	14,041	14,041
Land	<u>37,555</u>	<u>37,555</u>
	222,453	218,068
Less accumulated depreciation	<u>(103,395)</u>	<u>(95,400)</u>
Property and equipment, net	<u>\$ 119,058</u>	<u>\$ 122,668</u>

Depreciation is provided over the estimated useful lives of the individual assets using the straight line method. The estimated useful lives are as follows:

	<u>Years</u>
Buildings and improvements	7 - 40
Vehicles	5
Furniture and fixtures	7 - 10

Depreciation expense for the years ended June 30, 2015 and 2014 was \$7,995 and \$8,738, respectively.

### **Contributions**

Contributed support is reported as unrestricted or as restricted depending on the existence of donor or time stipulations that limit the use of the support.

The Alliance records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

### **Compensated Absences**

The Alliance has accrued a liability for future compensated leave time which its employees have earned and which is vested with the employee. The amounts at June 30, 2015 and 2014, were \$3,819 and \$3,453, respectively.

**Functional Allocation of Expenses**

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

**NOTE 3. INCOME TAXES**

Seacoast Consumer Alliance Peer Support Center, Inc. is currently exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Alliance to be other than a private foundation.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Alliance has analyzed its tax position taken on its information returns for all open tax years (2011 - 2014), and has concluded that no provision for income taxes is necessary in the Alliance's financial statements.

**NOTE 4. CERTIFICATE OF DEPOSIT**

The Alliance has a certificate of deposit with People's United Bank which matures on October 6, 2015. Unless action is taken, the certificate of deposit will renew for a one year term.

**NOTE 5. LONG TERM DEBT**

The Alliance has a mortgage note with Northeast Credit Union. The mortgage, has an interest rate of 5.99% and is payable in monthly installments of \$430 for principal and interest with a balloon payment due on November 2, 2021. The term of the mortgage is 10 years with installment payments being calculated over a 20 year amortization schedule. The mortgage is secured by property at 544 Islington Street, Portsmouth, New Hampshire.

The scheduled maturities of long term debt are as follows as of June 30:

2016	\$ 1,987
2017	2,109
2018	2,239
2019	2,377
2020	2,523
Thereafter	<u>18,215</u>
Total	<u>\$ 29,450</u>

**NOTE 6. LEASE COMMITMENT**

The Alliance entered into an operating lease for a copier during the fiscal year ended June 30, 2014 which is due to expire in February, 2019. Lease payments are \$277 monthly. The Alliance has the option to renew the lease upon expiration of the current lease. Minimum lease payments under the terms of the current lease are as follows as of June 30:

2016	\$	3,324
2017		3,324
2018		3,324
2019		<u>2,216</u>
Total	\$	<u>12,188</u>

Copier lease expense of \$3,324 and \$4,076 is included in office expense for the years ended June 30, 2015 and 2014, respectively.

**NOTE 7. CONCENTRATION OF RISK**

The Alliance receives the majority of its support from a grant issued by the State of New Hampshire Department of Health and Human Services, Division of Mental Health and Developmental Services. Continuation of the Alliance's programs is contingent upon future funding from this agency.

**NOTE 8. REFUNDABLE ADVANCES**

Refundable advances were \$107,402 and \$73,645 as of June 30, 2015 and 2014, respectively. The amounts represent revenue received in advance from BBH for services to be performed by the Alliance.

The Alliance must request preapproval from the Bureau of Behavioral Health (BBH), State of New Hampshire before spending these funds. If approval is not obtained, the funds must be returned to the State. As of June 30, 2015 and 2014, the Alliance had received approval for and spent \$3,247 and \$7,947, of prior year fund carryovers, respectively.

**NOTE 9. RELATED PARTY TRANSACTION**

The Alliance entered into a related party transaction with a family member of the former Executive Director during the fiscal year ended June 30, 2014, in the amount of \$520 for repairs made to the building on Islington Street in Portsmouth, New Hampshire. There were no related party transactions during the year ended June 30, 2015.



**NOTE 10. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through September XX, 2015, the date the financial statements were available for issuance.

SEACOAST CONSUMER ALLIANCE PEER SUPPORT CENTER, INC.

**BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE SCHEDULE  
FOR THE YEAR ENDED JUNE 30, 2015**

Reconciliation of BBH Refundable Advance

Total FY 2015 BBH funds received	\$ 248,574
Recognition of funds released by BBH	<u>3,247</u>
Total funds received	<u>251,821</u>
Less:	
BBH expenses	(214,767)
Principal debt payments	(9,200)
Approved purchases	(1,444)
Approved training	<u>(1,803)</u>
Total approved expenses	<u>(227,214)</u>
Add:	
Non BBH expenses	1,155
Depreciation expense	<u>7,995</u>
Total nonapproved expenses	<u>9,150</u>
Change in refundable advance at June 30, 2015	<u>33,757</u>
Refundable advance balance at June 30, 2014	<u>73,645</u>
Refundable advance balance at June 30, 2015	<u>\$ 107,402</u>

See Independent Auditors' Report

# **Connections Peer Support Center**

## **BOARD OF DIRECTORS**

**April 20, 2016**

### **PRESIDENT**

**Ann Roskey**

### **VICE PRESIDENT**

**Carol Hollis**

### **TREASURER**

**Bob Montgomery**

### **SECRETARY**

**Rich Wilson**

**James Dilts**

**Dr. Steven Hankins**

**Allegra May**

**Lori Mitchel**

**Mary Tulois**

### **DIRECTOR**

**Karen Blass**

# Karen M. Blass, M.Ed., CEPF

## Profile

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A results-oriented outreach project coordinator and education/training professional with a history of innovation and success in a variety of settings, based on the ability to effectively assess needs and opportunities, develop and execute a response, and evaluate and revise.

Key Competencies/Skills:     Training design, development and delivery  
  Ecological needs assessment, prioritizing based on effectiveness  
  Troubleshooting, brainstorming and creative problem solving  
  Relationship management, collaboration  
  Project management and execution

## Experience

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### **Executive Director, Connections Peer Support Center Portsmouth, NH**

**2015 to 2016**

Responsible for all aspects of this Peer Support Agency, which is funded through NH DHHS, and overseen by a Board of Directors. The mission of CPSC, an independent non-profit corporation, is to offer peer support services to those who have experienced mental health issues, currently experience these issues, or are at risk of doing so in the future. Responsibilities include contracting, budgeting, hiring and supervising staff, program development and assessment, grant writing/fund raising, networking with other agencies, planning approaches to outreach for new members, work with Board of Directors, and work closely with bookkeeper and auditors. The program focus is hope-based recovery through the encouragement of optimal health and wellbeing through a holistic approach. Opportunities for participants and members fall into categories of physical health, mental and emotional wellness. A variety of tools and approaches are used to meet the needs of diverse learning styles and interests.

### **Office Manager, The Center for Bodies in Balance Portsmouth, NH**

**2013 to 2015**

Responsible for the management and efficient functioning of a busy Physical Therapy office, staffed by four Physical Therapists, and certified Pilates and Yoga Instructors. Duties include overall assistance to patients who come in for PT, facilitation of communication within the office, scheduling appointments, cancelling and rescheduling, invoicing and payment reconciliations, representation of patients when appeal is necessary, tracking insurance payments, coding for insurance authorizations, one of two lead personnel in implementation of EMR, credentialing and updating provider networks, as well as all other duties associated with a small medical office. Major area of expertise is the assistance given to patients when questions arose about their coverage. Have developed a number of systems to run the office more efficiently and cost effectively.

**Full Extension Educator, UNH Cooperative Extension  
University of New Hampshire, Durham, NH**

**1990-2012**

Primary responsibility as Extension Educator in Family and Consumer Resources was ongoing assessment of educational needs within County and NH at large; followed by an appropriate and effective educational response (program, initiative, conference, community outreach, train-the-trainer, online tools, collaboration) involving ongoing development and evaluation and revision. Content was primarily financial management, consumer education, nutrition and healthy lifestyles, obesity prevention, supporting the needs of elders and caregivers, and strengthening families and youth. This position required knowledge of a wide variety of research-based sources and programs and the ability to collaborate and partner with other organizations, agencies and businesses. A sampling of accomplishments/areas of expertise:

- Leadership role for a state-wide, grant-funded outreach to NH seniors, called HICEAS (Health Insurance Counseling and Education Assistance Service). For over eleven years, part of team that partnered with state agencies and insurance companies to recruit, coordinate, train and provide support for hundreds of volunteers. These volunteers assisted beneficiaries with questions on Medicare, Medigap, Medicaid and Long-Term Care Insurance. Primary role was educational outreach, including the training of volunteers throughout NH, support of volunteers with ongoing professional development (direct teaching, phone, newsletter) and assistance with more difficult issues that arose with a beneficiary.
- Twenty-two years of experience teaching financial literacy and consumer education to a wide diversity of audiences relative to age, income, race, education, gender and life circumstance. Most requested topics have included goal setting, values clarification, budgeting, managing credit and debt, how to save money, managing risks through insurance, and protecting personal financial information.
- Targeted educational outreach to limited income populations (a focus for eighteen years) to assist them in budgeting in tough times, building and/or improving credit, understanding credit scores, parenting, stretching dollars, health and wellness issues, savvy shopping, and much more.
- As a member of the NH Seacoast Obesity Coalition, met with school principals and school health personnel to do an interview/survey of school policies and implementation. Compiled a list of innovative recommendations and best practices for schools, and distributed the information throughout the community. Also helped to develop brochure for Portsmouth adult community
- Developed and implemented a statewide conference on the impact of media on the health of children, youth and families; recruited national speakers and funding sources.
- Involvement in and/or administrator for several grant funded projects, some examples are: Nutrition Connections; Children, Youth and Families At Risk; High School Financial Planning; Media Literacy for Health; UNH Project CASH (program for college students); HICEAS (Health Insurance Counseling and Education Assistance Service); Financial Empowerment for Women; NH Saves.
- Eighteen years of training, support and coordination of volunteer facilitators/educators – content included wellness and stress management, nutrition and media, parenting, Medicare/Medicaid assistance
- In partnership with AARP, taught hundreds of women over ten years how to increase their knowledge, skills and confidence to prepare for making financial decisions on their own.
- Adapted materials for single mothers, immigrants, young adults with high debt and other populations that are often overlooked

## **Education/Professional Development**

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- University of New Hampshire; M.Ed. in Counseling Education, GPA: 3.7
- Regis College; B.A. Psychology; GPA - 3.9; Class Rank - 2/183
- As required by my position at UNH as Extension Educator, attended hundreds of conferences, week-long institutes, credit and non-credit courses, lectures, seminars and workshops. Regularly review the literature on issues of health and wellness, consumer advocacy, community and more.
- Obtained CEPF (Certified Educator in Personal Finance) certification through the Institute for Financial Literacy/Center for Financial Certifications.
- Completed an online class on Childhood Obesity Prevention: An Ecological Model in March 2012.
- Provided numerous trainings and workshops on a variety of topics. These presentations included national and regional professional conferences.

## **Other Accomplishments/Interests**

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- ✓ Use of Social Media/Social Networking for enhanced development of educational outreach
- ✓ Extensive research and 85-page report on opportunities inherent in promoting healthy aging, especially the impact on healthcare costs
- ✓ Research and coursework on the often overlooked causes of obesity in our society, including the increasing levels of stress in society today
- ✓ UNHCE Rockingham County Office Administrator/Supervisor for 3 years
- ✓ Chair and member of marketing and public relations committee (at UNH) for over ten years
- ✓ Highly developed skills in utilizing the internet and other tools to research emerging issues as they relate to current projects or initiatives. Also skilled in evaluating sources and reliability of information.

***References Available Upon Request***

Nina Jenssen

## **EXPERIENCE**

END 68 HOURS OF HUNGER, Eliot ME

**MSAD 35 Coordinator** June 2012- January 2014

- Responsible for startup of backpack program for MSAD 35
- Coordinator for weekly team leaders
- Maintenance of food supply
- Promotion of fruit as snack in the schools

SEACOAST FAMILY PROMISE, Stratham NH

**Volunteer Coordinator** September 2004 – June 2014

- Responsible for recruiting and organizing volunteers for homeless shelter
- Responsible for coordinating meal preparation for up to 15 family members
- Liaison between guests, volunteers and program director

FAMILIES FIRST, Portsmouth NH

**Parent Recharge Facilitator** May 2010-August 2010

- Led a bi-weekly program for parents
- Promoted healthy eating habits
- Taught parents quick and healthy meal preparation

COOKING MATTERS, Manchester NH

**Classroom Assistant** May 2009-July 2009

- Supported instructors in teaching nutrition classes
- Worked directly with participants on cooking skills
- Assisted with assembly of take home bags
- Helped with set up and clean up

FRIENDS OF THE WILLIAM FOGG LIBRARY, Eliot ME

**Volunteer Coordinator** September 2003- September 2009

- Organized children's activities for annual Oktoberfest
- Recruited and supervised volunteers
- Solicited donations

## **EDUCATION**

BS Environmental Studies University of New England, December 1992

Dietetics Coursework at University of New Hampshire, 2008-

- Nutrition, Health & Well Being, Nutritional Education and Counseling,
- Life Cycle Nutrition, Nutritional Assessment, US Healthcare Systems

# KEY ADMINISTRATIVE PERSONNEL

## NH Department of Health and Human Services

Vendor Name:

Connections Peer Support Center

Name of Program/Service:

Peer Support Agency

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Karen M. Blass, Executive Director	\$40,000	100.00%	\$40,000.00
Admin Assistant (Vacant as of 5/6/16) hourly	\$28,080	100.00%	\$28,080.00
Nina Jenssen, Program Coordinator (32 hours)	\$19,968	100.00%	\$19,968.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$88,048.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Subject: Peer Support Services (SS-2017-BBH-02-PEERS-02)

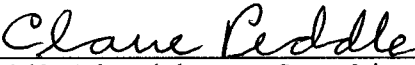


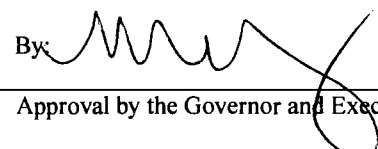
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		1.4 Contractor Address 5 Pine Street Extension, Suite 1G Nashua, NH, 03060	
1.5 Contractor Phone Number 603-882-8400	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$764,156
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Claire Peddle; TREASURER	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of Hillsborough  On <u>May 31st 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace  Diane M. Cardwell-Beland			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  Katja S Fox, Director	
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) (if applicable)  By:  On: <u>Megan A. York - Attorney</u> <u>6/12/14</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.

### 3. Scope of Services

#### 3.1. Peer Support Services

- 3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:



## Exhibit A

- 3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
- 3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
- 3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:
  - a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
  - b. Fosters self-advocacy skills, autonomy, and independence;
  - c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
  - d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
  - e. Encourages informed decision-making about all aspects of people's lives;
  - f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.
- 3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness
- 3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.



## Exhibit A

- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
  - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.





## Exhibit A

- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
    - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
  - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
  - 3.1.1.15. Invite guests to participate in peer support activities.
  - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
  - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500
    - 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
    - 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
  - 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.



## Exhibit A

- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

### 3.3. Crisis Respite

- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
  - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
  - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
  - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
  - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
  - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
  - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
  - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
  - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
  - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
  - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.
  - 3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
  - 3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.



## Exhibit A

### 4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 6, and other Regions specific to services identified in Section 3.3.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - 4.3.1. A Building in compliance with local health, building and fire safety codes,
  - 4.3.2. A Building that is maintained in good repair and be free of hazard,
  - 4.3.3. A building that includes:
    - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
    - 4.3.3.2. At least one telephone for incoming and outgoing calls,
    - 4.3.3.3. A functioning septic or other sewage disposal system, and
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;



## Exhibit A

- 6.1.3. Has at a minimum the following qualification:
- 6.1.3.1. One year of supervisory or management experience, and
    - a. An associate's degree or higher administration, business management, education, health, or human services; or
    - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
    - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
  - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
    - 6.1.4.1. The performance expectations approved by the board
    - 6.1.4.2. The Department's policies and rules
    - 6.1.4.3. The Contract terms and conditions
    - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
- 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;



## Exhibit A

- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 6.8.3. The description of time frames necessary for obtaining staff replacements;
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

### 7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,
  - 7.2.6. Harassment, discrimination, and diversity,
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
  - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
  - 7.3.1. Job Descriptions
  - 7.3.2. Staffing pattern
  - 7.3.3. Conditions of employment
  - 7.3.4. Grievance procedures
  - 7.3.5. Performance reviews
  - 7.3.6. Individual staff development plans
  - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
    - 7.3.7.1. Citizenship or authorization to work
    - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
    - 7.3.7.3. Criminal Records Check
    - 7.3.7.4. Previous employment



## Exhibit A

### 7.3.7.5. References

- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
  - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
  - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
  - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
  - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
  - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
  - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
  - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.



## Exhibit A

- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
  - 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
  - 7.12.1. Staff Development;
  - 7.12.2. Supervision;
  - 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.



## Exhibit A

7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

### 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
      - d. Establish and maintain the bylaws
    - 8.1.2.2. Bylaws that outline the:
      - a. Responsibilities and powers of the Board of Directors,
      - b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
      - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
      - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.





## Exhibit A

- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
  - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 8.7.3. Internal Control Procedures; and
  - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
  - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
  - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
  - 8.10.3. Maintain documentation of the process and results of annual board elections.
  - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

## 9. Participation in Statewide/Regional Meetings



## Exhibit A

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

## 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
  - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
    - 10.1.1.1. consumer name,
    - 10.1.1.2. date of written grievance,
    - 10.1.1.3. nature/subject of the grievance.
  - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
  - 10.1.3. Tracking complaints
  - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
  - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
  - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
  - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
  - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
  - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7



## Exhibit A

### 11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

### 12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
  - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
  - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.



## Exhibit A

- 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
- 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

### 13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
- 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.1.2.1. Data
    - 13.1.2.2. Financial records
    - 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
- 13.2.1. Participate in quality improvement review as in Section 13.1
  - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.2.3. Review of personnel files for completeness; and
  - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



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## **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301

9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:

9.1. Training and Development: \$1,000.

9.2. Capital Reserve Fund: \$0

9.3. Capital Expenditure: \$0

9.4. Crisis Respite: \$150,000.

9.5. Retirement: \$2,110.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301

11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.

11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.

11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.

11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.

11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

**Exhibit B-1**

**BUDGET FORM**

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

**Bidder Name:** H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

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

**Budget Period:** 7/1/16 through 6/30/17

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	223,662
602	Employee Benefit	33,208
603	Payroll taxes	17,110
	Subtotal	<b>273,981</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	7,316
625	Audit Fees	6,500
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>13,816</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	60,000
642	Mortgage Payments	
643	Heating Costs	
644	Other Utilities	
645	Maintenance and Repairs	
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	<b>60,000</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	1,000
652	Building/Household	4,035
653	Rehabilitation/Training	
655	Food	3,700
657	Other Consumable Supplies	
	Subtotal	<b>8,735</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	1,500
710	PRINTING	1,250
720	TELEPHONE/COMMUNICATIONS	4,000
730	POSTAGE/SHIPPING	500
	Subtotal	<b>7,250</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	1,500
743	Members and Participants	6,500
	Subtotal	<b>8,000</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	2,700
763	Comprehensive Property & Liability	5,399
800	OTHER EXPENDITURES	1,197
801	INTEREST EXPENSE	
	Subtotal	<b>9,296</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>382,078</b>



**Exhibit B-2**

**BUDGET FORM**

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

**Bidder Name:** H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

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

**Budget Period:** 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	223,662
602	Employee Benefit	33,208
603	Payroll taxes	17,110
	Subtotal	<b>273,981</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	7,316
625	Audit Fees	6,500
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>13,816</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	60,000
642	Mortgage Payments	
643	Heating Costs	
644	Other Utilities	
645	Maintenance and Repairs	
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	<b>60,000</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	1,000
652	Building/Household	4,035
653	Rehabilitation/Training	
655	Food	3,700
657	Other Consumable Supplies	
	Subtotal	<b>8,735</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	1,500
710	PRINTING	1,250
720	TELEPHONE/COMMUNICATIONS	4,000
730	POSTAGE/SHIPPING	500
	Subtotal	<b>7,250</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	1,500
743	Members and Participants	6,500
	Subtotal	<b>8,000</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	2,700
763	Comprehensive Property & Liability	5,399
800	OTHER EXPENDITURES	1,197
801	INTEREST EXPENSE	
	Subtotal	<b>9,296</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>382,078</b>



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name:

May 31st 2016  
Date

CLAIRE Peddle; TREASURER  
Name:  
Title:



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

May 31<sup>st</sup> 2016  
Date

Claire Peddle; Treasurer  
Name:  
Title:



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

May 31st 2016  
Date

Claire Peddle; Treasurer  
Name:  
Title:



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

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

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

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

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

Exhibit G

Contractor Initials CP

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

May 31<sup>st</sup> 2016  
Date

CLAIRE PEDDLE; TREASURER  
Name:  
Title:

Exhibit G

Contractor Initials CP

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

May 31<sup>st</sup> 2016  
Date

Chaire Peddle; Treasurer

Name:  
Title:



Exhibit I

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

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

(1) **Definitions.**

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





Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/6/16  
Date

H.E.A.R.T.S. PSA  
Name of the Contractor

Claire Peddle  
Signature of Authorized Representative

Claire Peddle  
Name of Authorized Representative

Treasurer  
Title of Authorized Representative

MAY 31<sup>st</sup> 2016  
Date



**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:

May 31 2016  
Date

Claire Peddle; Treasurer  
Name:  
Title:



**FORM A**

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

1. The DUNS number for your entity is: 031182255/6KED9 (SAMS)
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

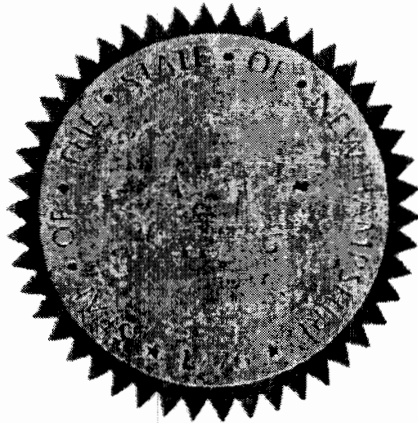
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI is a New Hampshire nonprofit corporation formed February 19, 2009. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, Leanne Enos, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of H.E.A.R.T.S. Peer Support of Greater Nashua Region VI

(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 31<sup>st</sup>, 2016:

(Date)

**RESOLVED:** That the Treasurer

(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 31st day of May, 2016.

(Date Contract Signed)

4. Claire Peddle is the duly elected Treasurer of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)

Leanne Enos

(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 31st day of May, 2016,

By Leanne Enos.

(Name of Elected Officer of the Agency)

William Cardwell Beland

(Notary Public/Justice of the Peace)

Commission Expires: September 17, 2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2016

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

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

<b>PRODUCER</b> <b>E &amp; S Insurance Services LLC</b> 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		<b>CONTACT NAME:</b> Fairley Kenneally <b>PHONE (A/C, No, Ext):</b> (603) 293-2791 <b>FAX (A/C, No):</b> (603) 293-7188 <b>E-MAIL ADDRESS:</b> fairley@esinsurance.com	
<b>INSURED</b> <b>H.E.A.R.T.S. Peer Support Center of Greater Nashua</b> P O Box 1564 Nashua NH 03061		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American Ins Group <b>INSURER B:</b> FirstComp <b>INSURER C:</b> United States Liability Insurance <b>INSURER D:</b> Hartford Fire Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2015-16                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>				7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b>				7/15/2015	7/15/2016	EACH OCCURRENCE \$ included
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
	<b>UMBRELLA LIAB</b>	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DED	RETENTIONS \$					\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				7/1/2015	7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	<b>Directors &amp; Officers</b>				7/1/2015	7/1/2018	Directors & Officers \$1,000,000
							Employment Practices \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
D Hartford Fire Insurance Company Commercial Crime Bond Policy Number: 04BDDGS5982 Policy term: 7/27/2014 - 7/27/2017 \$14,000 limit

<b>CERTIFICATE HOLDER</b>  NH DHHS 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  F Kenneally/FAIRLE <i>Fairley Kenneally</i>

**H.E.A.R.T.S.**  
**Peer Support Center of Greater Nashua Region VI**

**Mission Statement**

Our mission, as peers, is to support one another as people who are challenged by the daily effects of living with, coping with, and recovering from mental health issues. Everyone will be encouraged to develop relationships that will enable and empower each other to learn, to grow, and to understand each other's world view. In addition, our aim is to develop greater awareness of personal and relational patterns and to support and challenge each other through peer support, self-advocacy, empowerment, and education. Our ultimate goal is to achieve recovery and ongoing wellness.

**H.E.A.R.T.S. PEER SUPPORT CENTER  
OF GREATER NASHUA**

Financial Statements

For the Year Ended June 30, 2015

(With Independent Auditors' Report Thereon)

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>INDEPENDENT AUDITORS' REPORT</b>	1
<b>BASIC FINANCIAL STATEMENTS:</b>	
Statement of Financial Position	3
Statement of Activities	4
Statement of Functional Expenses	5
Statement of Cash Flows	6
Notes to the Financial Statements	7
<b>SUPPLEMENTARY INFORMATION:</b>	
Schedule of Expenses	13

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
H.E.A.R.T.S. Peer Support Center of Greater Nashua

**Additional Offices:**

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

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

We have audited the accompanying financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua, which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

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

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

policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### *Other Information*

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

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

In accordance with *Government Auditing Standards*, we have also issued our report dated October 20, 2015 on our consideration of the Organization's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering H.E.A.R.T.S. Peer Support Center of Greater Nashua's internal control over financial reporting and compliance.

*Melanson Heath*

October 20, 2015

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Financial Position

June 30, 2015

<u>ASSETS</u>	<u>Unrestricted</u>			<u>Temporarily Restricted</u>	<u>Total</u>
	<u>Unrestricted</u>	<u>Board Designated</u>	<u>Total</u>		
Current Assets:					
Cash and cash equivalents	\$ 29,316	\$ 2,750	\$ 32,066	\$ 551	\$ 32,617
Accounts receivable	5,444	-	5,444	-	5,444
Total Current Assets	<u>34,760</u>	<u>2,750</u>	<u>37,510</u>	<u>551</u>	<u>38,061</u>
Property and Equipment, net	750	-	750	-	750
Security deposit	<u>5,000</u>	<u>-</u>	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Assets	<u>\$ 40,510</u>	<u>\$ 2,750</u>	<u>\$ 43,260</u>	<u>\$ 551</u>	<u>\$ 43,811</u>
 <u>LIABILITIES AND NET ASSETS</u>					
Current Liabilities:					
Accounts payable	\$ 140	\$ -	\$ 140	\$ -	\$ 140
Accrued expenses	928	-	928	-	928
Refundable advance - BBH	34,223	-	34,223	-	34,223
Crisis Respite carryover	722	-	722	-	722
Other liabilities	140	-	140	-	140
Total Current Liabilities	<u>36,153</u>	<u>-</u>	<u>36,153</u>	<u>-</u>	<u>36,153</u>
Net Assets	<u>4,357</u>	<u>2,750</u>	<u>7,107</u>	<u>551</u>	<u>7,658</u>
Total Liabilities and Net Assets	<u>\$ 40,510</u>	<u>\$ 2,750</u>	<u>\$ 43,260</u>	<u>\$ 551</u>	<u>\$ 43,811</u>

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



H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Activities

For the Year Ended June 30, 2015

	Unrestricted			Total	Temporarily Restricted	Total
	BBH	Non-BBH	Board Designated			
<b>Support and Revenue:</b>						
Federal grants	\$ 214,181	\$ -	\$ -	\$ 214,181	\$ -	\$ 214,181
Bureau of Behavioral Health	110,119	-	-	110,119	-	110,119
Other	-	1,666	1,835	3,501	-	3,501
Interest income	-	8	-	8	-	8
Net assets released from restriction	-	716	(576)	140	(140)	-
<b>Total Support and Revenue</b>	<b>324,300</b>	<b>2,390</b>	<b>1,259</b>	<b>327,949</b>	<b>(140)</b>	<b>327,809</b>
<b>Expenses:</b>						
Program services	272,160	1,010	-	273,170	-	273,170
General and administrative	52,140	1,842	-	53,982	-	53,982
<b>Total Expenses</b>	<b>324,300</b>	<b>2,852</b>	<b>-</b>	<b>327,152</b>	<b>-</b>	<b>327,152</b>
Change in Net Assets Before Depreciation	-	(462)	1,259	797	(140)	657
Depreciation (see note 4)	3,000	-	-	3,000	-	3,000
Change in Net Assets	(3,000)	(462)	1,259	(2,203)	(140)	(2,343)
Net Assets (deficit), Beginning of Year	43,610	(35,791)	1,491	9,310	691	10,001
Net Assets (deficit), End of Year	\$ 40,610	\$ (36,253)	\$ 2,750	\$ 7,107	\$ 551	\$ 7,658

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

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Functional Expenses

For the Year Ended June 30, 2015

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Accounting fees	\$ -	\$ 14,890	\$ 14,890
Advertising and promotion	-	751	751
Building and household supplies	2,096	1,408	3,504
Client food	1,913	-	1,913
Client travel and transportation	4,313	-	4,313
Employee benefits	13,164	7,913	21,077
Insurance	8,100	52	8,152
Office supplies and equipment	4,714	-	4,714
Other expenses	1,201	-	1,201
Payroll taxes	12,117	1,867	13,984
Postage and shipping	28	168	196
Printing	949	-	949
Rent	58,200	1,800	60,000
Salaries and wages	149,007	24,941	173,948
Staff development	10,971	-	10,971
Staff travel and transportation	2,130	-	2,130
Telephone	4,267	192	4,459
	<u>273,170</u>	<u>53,982</u>	<u>327,152</u>
Total expenses before depreciation			
Depreciation (see note 4)	<u>3,000</u>	<u>-</u>	<u>3,000</u>
Total Expenses	<u>\$ 276,170</u>	<u>\$ 53,982</u>	<u>\$ 330,152</u>

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

H.E.A.R.T.S. Peer Support Center of Greater Nashua

Statement of Cash Flows

For the Year Ended June 30, 2015

<u>Cash Flows From Operating Activities:</u>	
Change in net assets	\$ (2,343)
Adjustments to reconcile change in net assets to net cash from operating activities:	
Depreciation	3,000
(Increase) Decrease In:	
Accounts receivable	(5,443)
Increase (Decrease) In:	
Accounts payable	(2,026)
Accrued expenses	257
Refundable advance - BBH	(1,485)
Other liabilities	<u>20</u>
Net Cash Used By Operating Activities and Net Decrease in Cash and Cash Equivalents	<u>(8,020)</u>
Cash and Cash Equivalents, Beginning of Year	<u>40,637</u>
Cash and Cash Equivalents, End of Year	<u>\$ 32,617</u>

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

## H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA

### Notes to the Financial Statements

#### 1. **Organization**

H.E.A.R.T.S. Peer Support Center of Greater Nashua (the Organization) is a New Hampshire nonprofit corporation providing support to people who are challenged by the daily effects of living with, coping with, and recovering from mental health issues.

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

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

##### Accounting for Contributions and Financial Statement Presentation

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

##### Basis of Accounting

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

##### Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets,

depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

#### Cash and Cash Equivalents

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

#### Accounts Receivable

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended June 30, 2015, management has taken into account a variety of factors.

#### Property and Equipment

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

#### Functional Expenses

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

#### Donated Services

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

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

### Use of Estimates

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

### Tax Status

H.E.A.R.T.S. Peer Support Center of Greater Nashua is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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

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

The Organization recognizes interest related to unrecognized tax benefits in interest expense and penalties that are included within reported expenses. During the year ended June 30, 2015, the Organization had no interest or penalties accrued related to unrecognized tax benefits.

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

The carrying amount of the Organization's deposits with financial institutions was \$32,617 at June 30, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at June 30, 2015. The bank balance is categorized as follows:

Insured by NCUA	\$ <u>50,641</u>
Total Bank Balance	\$ <u><u>50,641</u></u>

**4. Property, Equipment and Depreciation**

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

Furniture, fixtures and equipment	\$ 1,884
Vehicles	<u>15,000</u>
Subtotal	16,884
Less: accumulated depreciation	<u>(16,134)</u>
Total	<u>\$ 750</u>

Depreciation expense for the year ended June 30, 2015 totaled \$3,000.

**5. Refundable Advance - BBH**

The Organization receives funds from BBH based on budgeted expenses. The excess of these funds over actual reimbursable expenses incurred is recorded as a refundable advance to BBH. Capital assets purchased with BBH funds are considered an expense in the year they are purchased for the purposes of this calculation and, as a result, the depreciation on these items in subsequent years is not eligible for reimbursement and, subsequently, excluded from this calculation.

**6. Board Designated Net Assets**

Board designated net assets are comprised of revenues generated from member activities and rental income from other support groups.

**7. Temporarily Restricted Net Assets**

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

Copier paper	\$ <u>551</u>
Total	\$ <u>551</u>

**8. Net Assets Released from Restriction**

Net assets are released from program restrictions by incurring expenses satisfying the restricted purpose.

**9. Operating Leases**

The Organization leases office space under the terms of a non-cancellable lease agreement that is scheduled to expire on June 30, 2016. Rent expense under this agreement was \$60,000 for the year ended June 30, 2015.

Estimated future minimum lease payments on the above lease are as follows:

<u>Year</u>	<u>Amount</u>
2016	\$ <u>60,000</u>
	\$ <u><u>60,000</u></u>

**10. Concentration of Risk**

A material part of the Organization’s revenue is dependent upon government sources, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2015, BBH grants accounted for 99% of total revenues.

**11. Fair Value Measurements**

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

Under *Fair Value Measurements*, the Organization categorizes its fair value estimates based on a hierarchical framework associated with three levels of price transparency utilized in measuring financial instruments at fair value. Classification is based on the lowest level of input that is significant to the fair value of the instrument. The three levels are as follows:

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;



- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

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

## 12. **Subsequent Events**

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2015 through October 20, 2015, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Organization's financial statements through this date.


H.E.A.R.T.S. Peer Support Center of Greater Nashua

Schedule of Expenses

For the Year Ended June 30, 2015

	Program Services		General and Administrative		Total Expenses
	BBH	Non-BBH	BBH	Non-BBH	
<b>Expenses:</b>					
Accounting fees	\$ -	\$ -	\$ 13,216	1,674	\$ 14,890
Advertising and promotion	-	-	751	-	751
Building and household supplies	2,096	-	1,408	-	3,504
Client food	1,913	2,096	-	-	1,913
Client travel and transportation	4,313	1,913	-	-	4,313
Employee benefits	13,164	4,313	7,913	-	21,077
Insurance	8,100	13,164	52	-	8,152
Office supplies and equipment	4,714	8,100	-	-	4,714
Other expenses	191	4,714	-	-	1,201
Payroll taxes	12,117	1,010	1,867	-	13,984
Postage and shipping	28	12,117	-	168	196
Printing	949	28	-	-	949
Rent	58,200	949	1,800	-	60,000
Salaries and wages	149,007	58,200	24,941	-	173,948
Staff development	10,971	149,007	-	-	10,971
Staff travel and transportation	2,130	10,971	-	-	2,130
Telephone	4,267	2,130	192	-	4,459
Total expenses before depreciation	272,160	1,010	52,140	1,842	327,152
Depreciation (see note 4)	3,000	-	-	-	3,000
Total Expenses	\$ 275,160	\$ 1,010	\$ 52,140	\$ 1,842	\$ 330,152

See Independent Auditors' Report.

 **H.E.A.R.T.S.**  
**BOARD OF DIRECTORS**  
April 1, 2016

**PRESIDENT**  
Patricia A. Worsley

**VICE PRESIDENT**  
Stacie Laughton

**SECRETARY**  
Tim Lopez

**TREASURER**  
Claire Peddle

Leanne Enos

Christine Graham

Sue Jordan

Scott Wellman

**EXECUTIVE DIRECTOR**  
Ken Lewis

**ASST. EXECUTIVE DIRECTOR**  
Tom Doucette

# Kenneth Lewis

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## PROFESSIONAL PROFILE

Executive Director with 5+ years experience gaining an understanding of the full workings of this Trauma Informed, Intentional Peer Support agency. Successfully and compassionately performed all duties by incorporating personal experiential knowledge with formal peer-support training. Current duties include:

- Skilled preparation of presentations, preparing agency reports and maintaining the utmost confidentiality
- Adept at coordination and communication
- Possess comprehensive knowledge of Microsoft Word, Excel, and Outlook
- Meets all DBH filing and reporting procedures

## PROFESSIONAL EXPERIENCE

H.E.A.R.T.S. Peer Support Center of the Greater Nashua Region VI

*Executive Director, 2009 - present*

- Read and analyze memos, submissions and reports to determine their significance and plan their distribution
- Conduct research, compile data, and prepare contractual reports & other materials as requested for the BBH and Board of directors.
- Coordinate and direct agency services, greater community awareness of this peer support adult wellness center and the offerings, facilitate accurate record keeping, manage State & private funding, financial oversight, budget preparation, personal issues, staff development and training, always creating opportunities for membership to exercise their "ownership" of HEARTS and this peer community including member's personal development, relationship skills, leadership skills and wellness training/education .
- Possess ability to wear the hat of Executive Director as well as the hat of Member, simultaneously.

Connections at Harbor Homes, Nashua, New Hampshire

*Program Manager, 2007 - 2009*

- Responsible for the day-to-day supervision and operation of the peer support and information resource program for Harbor Homes, a community mental health center.
- Possess knowledge of available services and proved proficient in referring mentally challenged individuals to the proper agencies and resources.
- Duties included but not limited to; daily supervising staff, volunteers, and members utilizing this peer environment, assuring facility's operational safety.
- Track data necessary for grant outcomes, supported the creation and organization new program emphasizing peer support, organizing and facilitating wellness groups using Intentional Peer Support and WRAP training methods.
- Responsible for evolving the peer support program to becoming it's own independent 501c3, Peer Support Center along with an Interim Board of Directors and reporting all facets to the Bureau of Behavioral Health.

Connections at Harbor Homes, Nashua, New Hampshire

*Program Coordinator, 2005 - 2007*

- Assisted the Program Manager in the day-to-day supervision and operation of the Peer Support/Information Resource Program for Harbor Homes, gaining full knowledge of this agency's operations and services.

## EDUCATION

New Hampshire Technical College, Nashua, NH.

*Certification*

- 2005 - 2007 Deaf Culture I, II
- 2005 - 2007 American Sign Language I, II, III VI

**E D U C A T I O N**

State of New Hampshire, Bureau of Behavioral Health, Peer Support Contract Training

2007 – Present Peer Support Trainings:

- Certified in Intentional Peer Support and Intentional Peer Support Co-Supervision
- Certified in WRAP
- Substance Abuse State of New Hampshire Training
- Planting the Seeds for Health and Wholeness Training
- Smoking Cessation Program
- Certified in SOAR Program
- Certified in First-Aid and CPR
- Continued education in American Sign Language
- Safe Food Handling Class from New Hampshire Food Bank, Manchester, NH.
- Administrator Training
- Members Rights and Responsibilities Workshop
- Sexual Harassment Education

**A D D I T I O N A L   S K I L L S**

2003-2005	Machine Operator/NC Operator at Sanmina-Science Corp. in Wilmington, MA
2002-2003	Assistance Manager at Spring Glow Services in Oroville, CA
1998-2002	Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA
1989-1998	Engineering Technician at HADCO Corp. in Hudson, NH
1986-1989	Incoming Inspection QA/QC at Digital Corp. in Nashua, NH
1984-1986	Electronic Technician at Wang Corp. in Haverhill, MA
1983-1984	Electronic Technician at Lockheed/Sanders in Nashua, NH

# Tom Doucette

## Objectives

Would like to work with my peers to learn and grow in a safe non-judgmental environment.  
To be able to share lived experience.

## Experience

Date of Employment : July 7, 2010

H.E.A.R.T.S. Peer Support Center and Crisis Respite Center Nashua, NH 03060

## Job Title

Assistant Executive Director

## Experience

Connections 2005-2009

Harbor Homes

Nashua, NH 03060

## Job Title

Assistant Program Manager

- Provided peer support to members and resources (shelter, food, state and local services) available to the members. Sign-up new members and Input stats.

## Experience

1996-2000 Date

AAA Plating, Inc.

East Providence, RI

## Job Title

President/Owner

- Complete operation of the Corporation.

## Experience

1992-1996

AA Plating and Equipment, Inc.

Providence, RI

## Job Title

President/Owner

Complete operation of the Corporation.

### Professional Experience

Served committee that worked on the ten year plan, Team I with Representative Jim MacKay  
Served on numerus State committees on mental health

### Academic Experience

IPS 101  
IPS CORE Training  
IPS Co-Reflection  
IPS Crisis Respite Training  
IPS Crisis Respite Refresher  
Facilitator of WRAP  
WRAP Refresher  
Advanced Level Facilitator of WRAP  
State Trainer of WRAP

### State Trainings

WRAP Overview  
WRAP Facilitator Training's  
WRAP Facilitator Refresher's

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: HEARTS PSA

Name of Program/Service: Peer Support

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Ken Lewis	\$42,016	100.00%	\$42,016.00
Tom Doucette	\$31,895	100.00%	\$31,894.72
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Subject: Peer Support Services (SS-2017-BBH-02-PEERS-03)

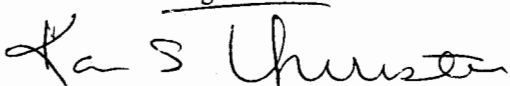
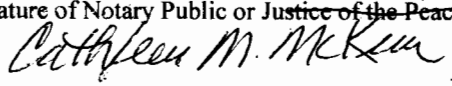
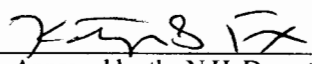
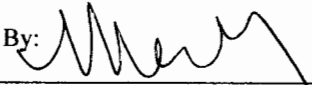
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Consumer Advisory Board		1.4 Contractor Address 328 Union Avenue Laconia, NH 03247	
1.5 Contractor Phone Number 603-524-0801	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$678,758
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen S. Thurston, Secretary of the Board	
1.13 Acknowledgement: State of New Hampshire, County of Belknap  On <u>5/31/2016</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]		CATHLEEN M. MCKIM NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires August 5, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
Date: <u>6/6/16</u>			
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) (if applicable)  By:  On: <u>6/12/14</u> Megan A. Gault - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



## Exhibit A

### 3. Scope of Services

#### 3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



## Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.





## Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
    - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
  - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
    - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
  - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
  - 3.1.1.15. Invite guests to participate in peer support activities.
  - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
  - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



## Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

### 3.3. Permanent Housing

- 3.3.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
  - 3.3.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
  - 3.3.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

### 3.4. Warmline Services

- 3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.4.1.1. Are primarily provided to any individual who lives or works in Region(s) 3, 4, 6 and 7, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - 3.4.1.2. Are provided during the hours the peer support agency is closed.
  - 3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.4.1.6. Are provided by staff that are trained in providing crisis services.
  - 3.4.1.7. May include outreach calls described in Section 3.2.1.5



## Exhibit A

### 4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Regions 3 and 4, and other Regions specific to services identified in Section 3.3 and 3.4.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - 4.3.1. A Building in compliance with local health, building and fire safety codes,
  - 4.3.2. A Building that is maintained in good repair and be free of hazard,
  - 4.3.3. A building that includes:
    - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
    - 4.3.3.2. At least one telephone for incoming and outgoing calls,
    - 4.3.3.3. A functioning septic or other sewage disposal system, and
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;



## Exhibit A

- 6.1.3. Has at a minimum the following qualification:
- 6.1.3.1. One year of supervisory or management experience, and
    - a. An associate's degree or higher administration, business management, education, health, or human services; or
    - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
    - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
  - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
    - 6.1.4.1. The performance expectations approved by the board
    - 6.1.4.2. The Department's policies and rules
    - 6.1.4.3. The Contract terms and conditions
    - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
- 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;



## Exhibit A

- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 6.8.3. The description of time frames necessary for obtaining staff replacements;
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

### 7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,
  - 7.2.6. Harassment, discrimination, and diversity,
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
  - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
  - 7.3.1. Job Descriptions
  - 7.3.2. Staffing pattern
  - 7.3.3. Conditions of employment
  - 7.3.4. Grievance procedures
  - 7.3.5. Performance reviews
  - 7.3.6. Individual staff development plans
  - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
    - 7.3.7.1. Citizenship or authorization to work
    - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
    - 7.3.7.3. Criminal Records Check
    - 7.3.7.4. Previous employment
    - 7.3.7.5. References



## Exhibit A

- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
  - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
  - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
  - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
  - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
  - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
  - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
  - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.



## Exhibit A

- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
- 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
- 7.12.1. Staff Development;
  - 7.12.2. Supervision;
  - 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.



## Exhibit A

7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

### 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
      - d. Establish and maintain the bylaws
    - 8.1.2.2. Bylaws that outline the:
      - a. Responsibilities and powers of the Board of Directors,
      - b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
      - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
      - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.





## Exhibit A

- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
  - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 8.7.3. Internal Control Procedures; and
  - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
  - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
  - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
  - 8.10.3. Maintain documentation of the process and results of annual board elections.
  - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

## 9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.



## Exhibit A

- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

## 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
  - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
    - 10.1.1.1. consumer name,
    - 10.1.1.2. date of written grievance,
    - 10.1.1.3. nature/subject of the grievance.
  - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
  - 10.1.3. Tracking complaints
  - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
  - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
  - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
  - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
  - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
  - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

## 11. Deliverables



## Exhibit A

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

## 12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
  - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
  - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.



## Exhibit A

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

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

12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

### 13. Quality Improvement

13.1. The Contractor agrees to quality assurance review as follows:

13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.1.2. Ensure the Department is provided with access that includes but is not limited to:

13.1.2.1. Data

13.1.2.2. Financial records

13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.5. Scheduled phone access to Contractor principals and staff

13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:

13.2.1. Participate in quality improvement review as in Section 13.1

13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.

13.2.3. Review of personnel files for completeness; and

13.2.4. Review of complaint process.

13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
- 8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 8.2. The invoice must be submitted to:
- Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:
- 9.1. Training and Development: \$1,000.  
9.2. Capital Reserve Fund: \$0.  
9.3. Capital Expenditure: \$0.  
9.4. Crisis Respite: \$0.  
9.5. Retirement: \$2,758.
10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 10.1. The invoice must be submitted to:
- Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.
- 11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
- 11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
- 11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
- 11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

**Exhibit B-1**

**BUDGET FORM**

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

**Bidder Name:** Lakes Region Consumer Advisory Board

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

**Budget Period:** 7/1/16 through 6/30/17

<b>600 PERSONNEL COSTS</b>	
601 Salary & Wages	185,390
602 Employee Benefit	41,043
603 Payroll taxes	14,182
Subtotal	<b>240,615</b>
<b>620 PROFESSIONAL FEES</b>	
624 Accounting	
625 Audit Fees	8,750
626 Legal Fees	
627 Other Professional Fees and Consultants	
Subtotal	<b>8,750</b>
<b>630 STAFF DEVELOPMENT AND TRAINING</b>	
631 Publications and Journals	
632 In-Service Training	1,000
633 Conferences and Conventions	
634 Other Staff Development	
Subtotal	<b>0</b>
<b>640 OCCUPANCY COSTS</b>	
641 Rent	24,000
642 Mortgage Payments	7,831
643 Heating Costs	6,500
644 Other Utilities	6,875
645 Maintenance and Repairs	1,500
646 Taxes	0
647 Other Occupancy Costs	508
Subtotal	<b>47,214</b>
<b>650 CONSUMABLE SUPPLIES</b>	
651 Office	1,494
652 Building/Household	2,833
653 Rehabilitation/Training	0
655 Food	2,800
657 Other Consumable Supplies	0
Subtotal	<b>8,128</b>
<b>Other Expenses</b>	
<b>660 CAPITAL EXPENDITURES</b>	
665 DEPRECIATION	
670 EQUIPMENT RENTAL	386
680 EQUIPMENT MAINTENANCE	
700 ADVERTISING	0
710 PRINTING	0
720 TELEPHONE/COMMUNICATIONS	8,468
730 POSTAGE/SHIPPING	468
Subtotal	<b>9,322</b>
<b>740 TRANSPORTATION</b>	
741 Board Members	0
742 Staff	9,000
743 Members and Participants	4,744
Subtotal	<b>13,744</b>
<b>750 Assistance to Individuals</b>	
751 Client Services	
752 Clothing	
Subtotal	<b>0</b>
<b>760 INSURANCE</b>	
762 Vehicles	4,055
763 Comprehensive Property & Liability	6,403
800 OTHER EXPENDITURES	1,147
801 INTEREST EXPENSE	
Subtotal	<b>11,605</b>
<b>TOTAL PROGRAM EXPENSES</b>	<b>339,379</b>



**Exhibit B-2**

**BUDGET FORM**

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

**Bidder Name:** Lakes Region Consumer Advisory Board

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

**Budget Period:** 7/1/17 through 6/30/18

<b>600 PERSONNEL COSTS</b>	
601 Salary & Wages	185,390
602 Employee Benefit	41,043
603 Payroll taxes	14,182
Subtotal	<b>240,615</b>
<b>620 PROFESSIONAL FEES</b>	
624 Accounting	
625 Audit Fees	8,750
626 Legal Fees	
627 Other Professional Fees and Consultants	
Subtotal	<b>8,750</b>
<b>630 STAFF DEVELOPMENT AND TRAINING</b>	
631 Publications and Journals	
632 In-Service Training	1,000
633 Conferences and Conventions	
634 Other Staff Development	
Subtotal	<b>0</b>
<b>640 OCCUPANCY COSTS</b>	
641 Rent	24,000
642 Mortgage Payments	7,831
643 Heating Costs	6,500
644 Other Utilities	6,875
645 Maintenance and Repairs	1,500
646 Taxes	0
647 Other Occupancy Costs	508
Subtotal	<b>47,214</b>
<b>650 CONSUMABLE SUPPLIES</b>	
651 Office	1,494
652 Building/Household	2,833
653 Rehabilitation/Training	0
655 Food	2,800
657 Other Consumable Supplies	0
Subtotal	<b>8,128</b>
<b>Other Expenses</b>	
660 CAPITAL EXPENDITURES	
665 DEPRECIATION	
670 EQUIPMENT RENTAL	386
680 EQUIPMENT MAINTENANCE	
700 ADVERTISING	0
710 PRINTING	0
720 TELEPHONE/COMMUNICATIONS	8,468
730 POSTAGE/SHIPPING	468
Subtotal	<b>9,322</b>
<b>740 TRANSPORTATION</b>	
741 Board Members	0
742 Staff	9,000
743 Members and Participants	4,744
Subtotal	<b>13,744</b>
<b>750 Assistance to Individuals</b>	
751 Client Services	
752 Clothing	
Subtotal	<b>0</b>
<b>760 INSURANCE</b>	
762 Vehicles	4,055
763 Comprehensive Property & Liability	6,403
800 OTHER EXPENDITURES	1,147
801 INTEREST EXPENSE	
Subtotal	<b>11,605</b>
<b>TOTAL PROGRAM EXPENSES</b>	<b>339,379</b>



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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

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



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

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

#### **DEFINITIONS**

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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





- 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)

CornerBridge  
328 Union Avenue  
Laconia, NH 03247

Concord Peer Support  
55 School Street  
Concord, NH 03301

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2014  
Date

Karen S. Thurston  
Name: Karen S. Thurston  
Title: Secretary of the Board



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2016  
Date

Karen S. Thurston  
Name: Karen S. Thurston  
Title: Secretary of the Board



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2016  
Date

Karen S. Thurston  
Name: Karen S. Thurston  
Title: Secretary of the Board



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

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

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

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

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

Exhibit G

Contractor Initials KST

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2014  
Date

Karen S. Thurston  
Name: Karen S. Thurston  
Title: Secretary of the Board

Exhibit G

Contractor Initials

KST

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2016  
Date

Karen S. Thurston  
Name: Karen S. Thurston  
Title: Secretary of the Board



Exhibit I

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

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

**(1) Definitions.**

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





Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/16/16  
Date

Lakes Region Consumer Advisory Board  
Name of the Contractor

Karen S. Thurston  
Signature of Authorized Representative

Karen S. Thurston  
Name of Authorized Representative

Secretary of the Board  
Title of Authorized Representative

5/31/2016  
Date



**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: Lakes Region Consumer Advisory Board

5/31/2016  
Date

  
Name: Karen S. Thurston  
Title: Secretary of the Board



FORM A

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

1. The DUNS number for your entity is: 02-0449867
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

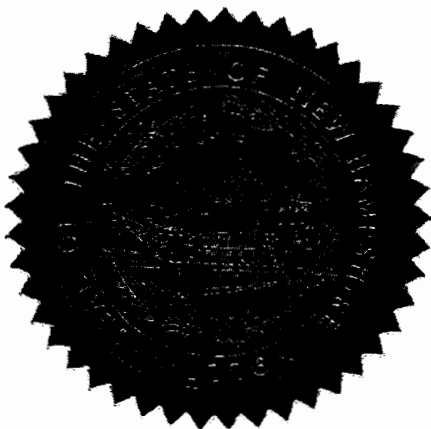
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Cornerbridge is a New Hampshire trade name registered on January 28, 2016 and that LAKES REGION CONSUMER ADVISORY BOARD presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4<sup>th</sup> day of April, A.D. 2016

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Lakes Region Consumer Advisory Board  
(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 April 27, 2016  
(Date)

**RESOLVED:** That the Secretary of the Board  
(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 31st day of May, 2016.  
(Date Contract Signed)

4. Karen S. Thurston is the duly elected Secretary of the Board  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Brenda Zinck  
(Signature of the Elected Officer)

STATE OF New Hampshire

County of Merrimack

The forgoing instrument was acknowledged before me this 31 day of May, 2016.

By Brenda L Zinck  
(Name of Elected Officer of the Agency)

Tyler R. Pond  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 04/22/2020

TYLER R. POND, Notary Public  
State of New Hampshire  
My Commission Expires April 22, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/1/2016

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

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

<b>PRODUCER</b> Infantine Insurance P. O. Box 5125  Manchester NH 03108	<b>CONTACT NAME:</b> Vivian Pinette <b>PHONE (A/C, No, Ext):</b> (800) 937-0704 <b>FAX (A/C, No):</b> (603) 669-6831 <b>E-MAIL ADDRESS:</b> vivian@infantine.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: American International Group</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Ins Co	18058	INSURER B: American International Group		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> Lakes Region Consumer Advisory Board DBA Cornerbridge PO Box 304, 328 Union Avenue Laconia NH 03246														

**COVERAGES****CERTIFICATE NUMBER:** CL1631065867**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		N	N/A				
A	Directors & Officers				4/1/2016	4/1/2017	Limit \$1,000,000
A	Employee Dishonesty				4/1/2016	4/1/2017	Limit \$70,000

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

**CERTIFICATE HOLDER**

(603) 271-5040 slawrence@dhhs.state.nh.us  
  
NH DHHS  
129 Pleasant Street,  
Concord, NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Charles Hamlin/VP2

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# **Lakes Region Consumer Advisory Board**

## **MISSION STATEMENT**

(Adopted 2011)

The Lakes Region Consumer Advisory Board is the foundation of US to reach our goals and change our lives by changing the perception we have of ourselves as we relate to the larger community and the perception the larger community has of US.

We are people learning to work strategies of Recovery, Wellness and Empowerment.

Lakes Region Consumer Advisory Board is a Peer Support network enabling US to reach our goals and change our lives by nurturing our personal strengths.

Our vision is to create a culture that promotes personal responsibility for Recovery, Wellness, Empowerment and Advocacy for oneself and others while acknowledging the divine right we have as Human Beings.

LAKES REGION CONSUMER ADVISORY BOARD  
FINANCIAL STATEMENTS  
AND SUPPLEMENTAL INFORMATION  
Years Ended June 30, 2015 and 2014

## TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS .....	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position .....	3
Statements of Activities and Changes in Net Assets. ....	4
Statements of Cash Flows.....	5
Notes to Financial Statements .....	6 – 11
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION.....	
Statement of Functional Expenses, Year Ended June 30, 2015 With Comparative Totals for the Year Ended June 30, 2014 .....	12 13
Statement of Activities By State Approved BBH Funds, Year Ended June 30, 2015 .....	14

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
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MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Lakes Region Consumer Advisory Board  
Laconia, New Hampshire

We have audited the accompanying financial statements Lakes Region Consumer Advisory Board (a New Hampshire nonprofit corporation) , which comprises the statements of financial position as of June 30, 2015 and 2014 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Consumer Advisory Board as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### **Emphasis-of-matter Regarding Going Concern**

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As discussed in Note 9 to the financial statements, the Organization has used funds that were provided by a state agency for operating expenses in which the agency claims is required to be refunded to it. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 9. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

*Rowley & Associates, PC*

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Rowley & Associates, P.C.  
Concord, New Hampshire  
October 9, 2015

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2015 AND 2014**

<b>ASSETS</b>	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash, BBH refundable	\$ 107,932	\$ 115,888
Accounts receivable	4,067	-
Security deposit	2,000	2,000
Prepaid expenses	6,656	7,236
<b>Total Current Assets</b>	<u>120,655</u>	<u>125,124</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Building and land	146,633	146,633
Equipment	53,041	53,487
Furniture and fixtures	11,184	11,184
<b>Total property &amp; equipment</b>	<u>210,858</u>	<u>211,304</u>
Less accumulated depreciation	107,116	116,571
	<u>103,742</u>	<u>94,733</u>
<b>Total Assets</b>	<u>224,397</u>	<u>219,857</u>
 <b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	10,584	21,585
Long-term debt, current portion	9,715	9,319
<b>Total Current Liabilities</b>	<u>20,299</u>	<u>30,904</u>
 <b>LONG-TERM LIABILITIES</b>		
Refundable BBH advance	122,395	120,093
Long-term debt, net of current portion	3,322	13,042
<b>Total Long-Term Liabilities</b>	<u>125,717</u>	<u>133,135</u>
 <b>NET ASSETS</b>		
Unrestricted	<u>78,381</u>	<u>55,818</u>
<b>Total Liabilities and Net Assets</b>	<u>\$ 224,397</u>	<u>\$ 219,857</u>

See Independent Auditors' Report and Notes to Financial Statements



**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 340,611	\$ 337,121
Interest income	16	17
Rental Income	8,400	6,300
Total support and revenue	<u>349,027</u>	<u>343,438</u>
 EXPENSES		
Program	310,045	325,374
Management & general	3,905	13,291
Rental unit expense	12,514	9,462
Total expenses	<u>326,464</u>	<u>348,127</u>
 Increase (decrease) in net assets	22,563	(4,689)
 Net assets, beginning of year	<u>55,818</u>	<u>60,507</u>
 Net assets, end of year	<u>\$ 78,381</u>	<u>\$ 55,818</u>

See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD  
 STATEMENTS OF CASH FLOWS  
 YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets	\$ 22,563	\$ (4,689)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	9,990	8,046
(Increase) decrease in operating assets		
Accounts receivable	(4,067)	-
Prepaid expenses	580	(510)
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	(11,000)	11,212
Refundable BBH advance	2,302	(5,455)
	<u>20,368</u>	<u>8,604</u>
Net Cash Provided By Operating Activities		
<b>CASH USED BY INVESTING ACTIVITIES,</b>		
Purchases of property and equipment	<u>(19,000)</u>	<u>(1,335)</u>
<b>CASH USED BY FINANCING ACTIVITIES,</b>		
Repayments of long-term notes payable	<u>(9,324)</u>	<u>(9,055)</u>
Net Decrease in Unrestricted Cash	(7,956)	(1,786)
Unrestricted Cash, Beginning of Year	<u>115,888</u>	<u>117,674</u>
Unrestricted Cash, End of Year	<u>\$ 107,932</u>	<u>\$ 115,888</u>

**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Cash paid during the year for:

Interest	<u>\$ 736</u>	<u>\$ 1,106</u>
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See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**NOTE 1 NATURE OF ORGANIZATION**

Lakes Region Consumer Advisory Board (LRCAB) is a nonprofit organization incorporated under the laws of the State of New Hampshire on October 19, 1993. Its mission is to provide peer support to those who are currently receiving or have received mental health services and to empower them to control their own lives and to influence the resources that affect their lives. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of LRCAB is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of LRCAB's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basis of Accounting**

The financial records for LRCAB are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**Financial Statement Presentation**

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Unrestricted net assets** are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. LRCAB had \$78,381 and \$55,818 in unrestricted net assets as of June 30, 2015 and 2014, respectively.

**Temporarily restricted net assets** are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of LRCAB. LRCAB had no temporarily restricted net assets as of June 30, 2015 and 2014.

**Permanently restricted net assets** include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by LRCAB. LRCAB had no permanently restricted net assets as of June 30, 2015 and 2014.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cash equivalents**

For purposes of the statement of cash flows, LRCAB considers cash on hand, deposits in banks and investments to be cash equivalents.

**Support and revenue**

Lakes Region Consumer Advisory Board receives support primarily through grants from the Federal Government and the State of New Hampshire.

**Property and Equipment**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$8,322 and \$8,731 for the years ended June 30, 2015 and 2014, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Building & Improvement	27.5 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

**Functional allocation of items**

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

**Accounts Receivable**

Accounts receivable are comprised of amounts due from customers for services provided. LRCAB considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Use of estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

**Income tax status**

LRCAB is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

**In-Kind Contributions**

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to LRCAB's program services. These services are not included in donated materials and services because the value has not been determined.

**Donated Materials and Services**

It is the intent of LRCAB to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2015 and 2014, there were no donated goods or services.

**NOTE 3 GRANT REVENUE**

LRCAB currently receives grant funds from the State of New Hampshire Department of Health and Human Services. For the years ended June 30, 2015 and 2014, the grant total was \$340,611 and \$337,121 respectively.

**NOTE 4 LEASES**

LRCAB leases premises in Concord, New Hampshire. In February 2008, LRCAB's lease expired and they are currently operating on a month to month basis. The current lease payment is \$2,000 per month. Rent expense was \$24,000 for the years ended June 30, 2015 and 2014.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**NOTE 5 REAL ESTATE RENTAL**

An apartment in the building owned by LRCAB was rented to a tenant unassociated with the Organization's mission. Beginning October 2013 a tenant rented the apartment on a month to month basis. The monthly rent was \$700. Total rental income was \$8,400 and \$6,300 for the years ended June 30, 2015 and 2014 respectively.

**NOTE 6 LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30:	<u>2015</u>	<u>2014</u>
Mortgage payable to a bank in monthly installments of \$838 including principal and interest beginning June 28, 2004. Mortgage has a variable interest rate. The interest rate was 4.00% at June 30, 2015. The note is secured by a mortgage on real estate and matures October 2016.	\$ 13,037	\$ 22,361
Less current portion	<u>9,715</u>	<u>9,319</u>
	<u>\$ 3,322</u>	<u>\$ 13,042</u>

Maturities on the long-term debt require the following principal reductions for the years ended June 30:

2016	\$ 9,715
2017	<u>3,322</u>
Total	<u>\$ 13,037</u>

**NOTE 7 LINE OF CREDIT**

LRCAB has a \$10,000 line of credit with Laconia Savings Bank. The interest rates as of June 30, 2015 and 2014 were 5.25 % for both years. Interest payments are required monthly. The line of credit expires October 2016. There was no principal balance as of June 30, 2015 and 2014, respectively.

**LAKES REGION CONSUMER ADVISORY BOARD  
NOTES TO FINANCIAL STATEMENTS  
Years Ended June 30, 2015 and 2014**

**NOTE 8 RETIREMENT PLAN**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses LRCAB for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$957 and \$2,875 in retirement contributions for the years ended June 30, 2015 and 2014, respectfully.

**NOTE 9 CONTINGENCIES**

REFUNDABLE BBH ADVANCE LIABILITY

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, LRCAB is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$122,395 and \$120,093 for the years ended June 30, 2015 and 2014, respectively.

GOING CONCERN

The funds required to be set aside are made up of cash and fixed assets. As of June 30, 2015 and 2014 LRCAB expenses exceeded BBH required refundable advance liability.

As of June 30 the requirements were as follows:

	<u>2015</u>	<u>2014</u>
Refundable BBH Advance	\$122,395	\$120,093
BBH Cash on hand as of June 30	<u>107,932</u>	<u>115,888</u>
(Due to BBH)	<u>\$(14,463)</u>	<u>\$ (4,205)</u>

Because the cause of the deficiency is an ongoing condition mandated by the Organization's primary funding source there is a likelihood that the deficiency may grow in future years. This creates an uncertainty about the Organization's ability to continue as a going concern.

Management of the Organization has obtained a separate funding source to fund expenses that are not covered by the BBH service agreement. The Organization has obtained a tenant for its rental space which will mitigate future deficits. The ability of the Organization to continue as a going concern is dependent upon the revenue earned from the rental property.

The financial statements do not include any adjustments that might be necessary if the Organization is unable to continue as a going concern.

**LAKES REGION CONSUMER ADVISORY BOARD  
 NOTES TO FINANCIAL STATEMENTS  
 Years Ended June 30, 2015 and 2014**

**NOTE 10 SUBSEQUENT EVENT**

Management has evaluated subsequent events through October 9, 2015, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**NOTE 11 FAIR VALUE MEASUREMENTS**

Fair values of assets measured on a recurring basis at June 30 are as follows:

	<u>Fair Value</u>	Significant Other Observable Inputs <u>Level (2)</u>
<u>2015</u>		
Accounts Receivable	<u>\$ 4,067</u>	<u>\$ 4,067</u>
<u>2014</u>		
Accounts Receivable	<u>\$ -</u>	<u>\$ -</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

**NOTE 12 TAX EXEMPT STATUS**

LRCAB is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2014, 2013, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.



# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

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FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees  
Lakes Region Consumer Advisory Board  
Laconia, New Hampshire

Our report on our audit of the basic financial statements of Lakes Region Consumer Advisory Board as of and for the year ended June 30, 2015 and 2014 our report dated October 9, 2015, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
October 9, 2015

**LAKES REGION CONSUMER ADVISORY BOARD**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2015 WITH COMPARATIVE TOTALS FOR**  
**THE YEAR ENDED JUNE 30, 2014**

	<u>Program Services</u>	<u>Management &amp; General</u>	<u>Rental Unit Costs</u>	<u>Total 2015</u>	<u>2014</u>
Wages	176,313	\$ 1,927	\$ -	\$ 178,240	\$ 196,210
Employee benefits	11,458	-	-	11,458	9,372
Rent	24,000	-	-	24,000	24,000
Payroll taxes	13,650	147	-	13,797	15,412
Supplies	5,649	-	-	5,649	2,986
Telephone	6,873	-	1,542	8,415	7,900
Utilities	7,777	-	6,354	14,131	15,724
Workers compensation	10,155	85	-	10,240	8,552
Insurance	7,986	311	1,421	9,718	9,388
Repairs and maintenance	5,060	-	-	5,060	5,668
Interest expense	-	736	-	736	1,106
Food	2,988	-	-	2,988	3,506
Audit fees	7,929	-	-	7,929	7,970
Other expenses	1,140	-	-	1,140	200
Travel	9,659	-	-	9,659	9,658
Training	7,977	-	-	7,977	16,073
Depreciation	6,094	699	3,197	9,990	8,046
Equipment rental & maintenance	385	-	-	385	385
Vehicle expense	4,225	-	-	4,225	5,307
Postage	275	-	-	275	157
Bank fees	100	-	-	100	101
Licenses & permits	105	-	-	105	30
Subscriptions & publications	247	-	-	247	376
	<u>\$ 310,045</u>	<u>\$ 3,905</u>	<u>\$ 12,514</u>	<u>\$ 326,464</u>	<u>\$ 348,127</u>

See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD  
STATEMENT OF ACTIVITIES  
BY STATE APPROVED BBH FUNDS  
YEAR ENDED JUNE 30, 2015**

	State Approved BBH Funds	Non-BBH Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	\$ 314,422	\$ -	\$ 314,422
Grant income, released from reserve	26,189	-	26,189
Interest income	16	-	16
Rental Income	-	8,400	8,400
Total support and revenue	<u>340,627</u>	<u>8,400</u>	<u>349,027</u>
<b>EXPENSES</b>			
Wages	176,313	1,927	178,240
Employee benefits	11,458	-	11,458
Rent	24,000	-	24,000
Payroll taxes	13,650	147	13,797
Supplies	5,649	-	5,649
Telephone	8,415	-	8,415
Utilities	14,131	-	14,131
Workers compensation	10,155	85	10,240
Insurance	9,718	-	9,718
Repairs and maintenance	5,060	-	5,060
Interest expense	-	736	736
Food	2,988	-	2,988
Audit fees	7,929	-	7,929
Other expenses	1,140	-	1,140
Travel	9,659	-	9,659
Training	7,977	-	7,977
Depreciation	-	9,990	9,990
Equipment rental & maintenance	385	-	385
Vehicle expense	4,225	-	4,225
Postage	275	-	275
Bank fees	100	-	100
Licenses & permits	105	-	105
Subscriptions & publications	247	-	247
Total expenses	<u>313,579</u>	<u>12,885</u>	<u>326,464</u>
Net Increase (Decrease) in Net Assets	27,048	(4,485)	22,563
BBH funds allowed for debt reduction	(8,048)	8,048	-
BBH funds allowed for capital purchases	(19,000)	19,000	-
Net assets, beginning of year	<u>-</u>	<u>55,818</u>	<u>55,818</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 78,381</u>	<u>\$ 78,381</u>

See Independent Auditors' Report and Notes to Financial Statements

**Lakes Region Consumer Advisory Board  
DBA Cornerbridge**

**Board of Directors  
April 27, 2016**

**PRESIDENT  
Dan Bailey**

**VICE PRESIDENT  
Brendon Zinck**

**SECRETARY  
Karen Thurston**

**TREASURER  
Robert Shastany**

**Michael Barton**

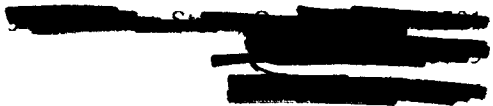
**Becky Breton-Dow**

**Rick Hagan**

**Christina M. Vincent**

**Becky Zinck**

**EXECUTIVE DIRECTOR  
Patt Fancy**



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## ACCOMPLISHMENTS

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- Competent using software including: Windows, Word, PowerPoint, E-mail, and the Internet.
- Effective management, technical, and supervisory skills.
- Use clear, concise communication skills in conjunction with organizational skills to perform daily duties.
- Work well as a team member or independently.
- Met or exceeded all performance goals to date.
- Creation of agency Facebook and blog

## EXPERIENCE

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### *Executive Director*

*10/2016 to Present*

Lakes Region Consumer Advisory Board, Laconia, NH - Developed effective internal controls and always operated within budget. Effective in stressful situations. Ability to assess organizational needs and implement administrative procedures.

- Leadership and vision for Lakes Region Consumer Advisory Board
- Financial and fiduciary responsibilities
- Prepare and complete contracts and RFP for the State of NH
- Ability to network people and resources
- Provide guidance
- Built strong relationships with area agencies
- Responsible for a staff of 17
- Administration

### *Program Director*

*12/2011 to 10/2014*

Concord Peer Support, Concord, NH - Effective in stressful situations. Detail-minded with a good eye for balance and organization. Comprehensive knowledge and experience in group facilitation. Computer literate. Proficient in Microsoft office.

- Management
- Facilitate wellness and recovery based groups
- Monthly newsletters and calendars
- Quarterly statistics for the State of New Hampshire
- Supervised a staff of 4

**Direct Support Associate**

3/2006 to 4/2011

Easter Seals of NH, Manchester, NH - Worked directly with adults with development and mental disabilities

- Ensured safe practice of medication administration
- Provided safe and comfortable environment for individuals
- Integrated individuals into their home community

**Personal Care Associate**

8/2005 to 2/2006

Pine Rock Manor, Warner, NH - Worked closely with patients with Alzheimer and dementia

- Provided all forms ADL
- Worked closely with nursing staff
- Assisted management when needed
- Ensured patients were safe, comfortable and happy
- Ensured clean and healthy environment exceeding standards

**Photo Lab Manager**

1/2000 to 8/2005

Qualex-Kodak, Boston, MA - Knowledgeable in machinery needed for printing and developing

- Responsible for hiring, training and supervision of associates
- Provided exceptional customer service
- Managed and maintained appropriate inventory
- Controlling payroll
- Addressing conflicts as they arrive
- Meeting all financial needs

**EDUCATION**

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**H.S. Diploma, Business**

6/1993

Merrimack Valley High School, Penacook, NH

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**AFFILIATIONS**

---

- NAMI NH
  - Executive Committee, State of NH Consumer Council
  - RICH committee, Riverbend Mental Health Center
  - Regional Quality Team, Genesis Behavioral Community Mental Health Center
- 

**TRAINING**

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- Intentional Peer Support certified
- WHAM certified
- WRAP certified
- WRAP facilitator certified
- NAMI IOOV presentator
- Georgia Model Peer Specialist
- WRAP certified
- WRAP facilitator certified
- WHAM certified

- Georgia Model Peer Specialist
- NAMI IOOV presenter

## KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services  
Bureau of Elderly & Adult Services**

**Agency Name:** Lakes Region Consumer Advisory Board

**Name of Program/Service:** Peer Support Agency

<b>BUDGET PERIOD: 7/1/15 - 9/30/16</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Patricia L. Fancy, Executive Director	\$42,000	100.00%	<b>\$42,000.00</b>
Daniel Bailey, President of the Board	\$0	0.00%	<b>\$0.00</b>
	\$0	0.00%	<b>\$0.00</b>
	\$0	0.00%	<b>\$0.00</b>
	\$0	0.00%	<b>\$0.00</b>
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	\$0	0.00%	<b>\$0.00</b>
	\$0	0.00%	<b>\$0.00</b>
	\$0	0.00%	<b>\$0.00</b>
	\$0	0.00%	<b>\$0.00</b>
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$42,000.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Subject: Peer Support Services (SS-2017-BBH-02-PEERS-04)

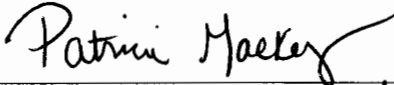
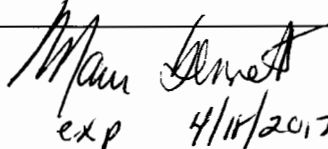
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Area Peer Support Agency		1.4 Contractor Address 290 Main Street Keene, NH 03431.	
1.5 Contractor Phone Number 603-352-5093	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$528,228
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patricia Mackey, Board President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u>  On <u>31 May 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of <u>Notary Public</u> or Justice of the Peace  [Seal]		 exp 4/11/2017	
1.13.2 Name and Title of <u>Notary</u> or Justice of the Peace <u>Marie Bennett</u> Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katy S Fox, Director</u>	
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) (if applicable)  By:  Megan A. York, Attorney On: <u>6/12/14</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 (“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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



## Exhibit A

### 3. Scope of Services

#### 3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

- 3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
- 3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
- 3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:
  - a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
  - b. Fosters self-advocacy skills, autonomy, and independence;
  - c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
  - d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
  - e. Encourages informed decision-making about all aspects of people's lives;
  - f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.
- 3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness
- 3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



## Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.





## Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
    - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
  - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
    - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
  - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
  - 3.1.1.15. Invite guests to participate in peer support activities.
  - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
  - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



## Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
  - 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
  - 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
  - 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
  - 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.
- 3.3. Crisis Respite
- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
    - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
    - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
    - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
    - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
    - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
    - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
    - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
    - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
    - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
    - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.



## Exhibit A

- 3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
- 3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

### 3.4. Permanent Housing

- 3.4.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
  - 3.4.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
  - 3.4.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

## 4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 5, and other Regions specific to services identified in Section 3.3 and 3.4.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - 4.3.1. A Building in compliance with local health, building and fire safety codes,
  - 4.3.2. A Building that is maintained in good repair and be free of hazard,
  - 4.3.3. A building that includes:
    - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
    - 4.3.3.2. At least one telephone for incoming and outgoing calls,
    - 4.3.3.3. A functioning septic or other sewage disposal system, and
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

## 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency



## Exhibit A

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
  - 6.1.3. Has at a minimum the following qualification:
    - 6.1.3.1. One year of supervisory or management experience, and
      - a. An associate's degree or higher administration, business management, education, health, or human services; or
      - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
      - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
  - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
    - 6.1.4.1. The performance expectations approved by the board
    - 6.1.4.2. The Department's policies and rules
    - 6.1.4.3. The Contract terms and conditions
    - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.



## Exhibit A

- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
  - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 6.8.3. The description of time frames necessary for obtaining staff replacements;
  - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

## 7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,
  - 7.2.6. Harassment, discrimination, and diversity,
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
  - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:



## Exhibit A

- 7.3.1. Job Descriptions
- 7.3.2. Staffing pattern
- 7.3.3. Conditions of employment
- 7.3.4. Grievance procedures
- 7.3.5. Performance reviews
- 7.3.6. Individual staff development plans
- 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
  - 7.3.7.1. Citizenship or authorization to work
  - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
  - 7.3.7.3. Criminal Records Check
  - 7.3.7.4. Previous employment
  - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
  - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
  - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
  - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
  - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
  - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
  - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
  - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and



## Exhibit A

- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
- 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
- 7.12.1. Staff Development;
  - 7.12.2. Supervision;
  - 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.



## Exhibit A

- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

## 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
  - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
      - d. Establish and maintain the bylaws
    - 8.1.2.2. Bylaws that outline the:
      - a. Responsibilities and powers of the Board of Directors,





## Exhibit A

- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
  - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
  - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
- 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
  - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 8.7.3. Internal Control Procedures; and
  - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
- 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
  - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.



## Exhibit A

- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

### 9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

### 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
  - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
    - 10.1.1.1. consumer name,
    - 10.1.1.2. date of written grievance,
    - 10.1.1.3. nature/subject of the grievance.
  - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint



## Exhibit A

- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

## 11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

## 12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.



## Exhibit A

- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
- 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
  - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
    - 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
    - 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

## 13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
- 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.1.2.1. Data
    - 13.1.2.2. Financial records
    - 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
- 13.2.1. Participate in quality improvement review as in Section 13.1



## Exhibit A

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- 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.2.3. Review of personnel files for completeness; and
  - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



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## **Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

PM

5/31/16



Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301

9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:

9.1. Training and Development: \$1,000.

9.2. Capital Reserve Fund: \$.0

9.3. Capital Expenditure: \$0.

9.4. Crisis Respite: \$70,293.

9.5. Retirement: \$1,000.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301

11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.

11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.

11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.

11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.

11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.



**Exhibit B-1**

**BUDGET FORM**

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

**Bidder Name:** Monadnock Area Peer Support Agency

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

**Budget Period:** 7/1/16 through 6/30/17

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	158,873
602	Employee Benefit	31,063
603	Payroll taxes	12,154
	Subtotal	<b>202,089</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	3,594
625	Audit Fees	5,890
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>9,484</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>0</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	0
642	Mortgage Payments	8,755
643	Heating Costs	9,785
644	Other Utilities	4,545
645	Maintenance and Repairs	2,500
646	Taxes	
647	Other Occupancy Costs	0
	Subtotal	<b>25,585</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	621
652	Building/Household	3,100
653	Rehabilitation/Training	0
655	Food	1,931
657	Other Consumable Supplies	0
	Subtotal	<b>6,652</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,466
680	EQUIPMENT MAINTENANCE	893
700	ADVERTISING	589
710	PRINTING	450
720	TELEPHONE/COMMUNICATIONS	3,840
730	POSTAGE/SHIPPING	696
	Subtotal	<b>7,934</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	977
743	Members and Participants	4,748
	Subtotal	<b>5,725</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	1,462
763	Comprehensive Property & Liability	2,983
800	OTHER EXPENDITURES	2,200
801	INTEREST EXPENSE	
	Subtotal	<b>6,645</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>264,114</b>

Contractor Initials: PM  
Date: 5/31/16

**Exhibit B-2**

**BUDGET FORM**

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

Bidder Name: Monadnock Area Peer Support Agency

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

Budget Period: 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	158,873
602	Employee Benefit	31,063
603	Payroll taxes	12,154
	Subtotal	<b>202,089</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	3,594
625	Audit Fees	5,890
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>9,484</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>0</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	0
642	Mortgage Payments	8,755
643	Heating Costs	9,785
644	Other Utilities	4,545
645	Maintenance and Repairs	2,500
646	Taxes	
647	Other Occupancy Costs	0
	Subtotal	<b>25,585</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	621
652	Building/Household	3,100
653	Rehabilitation/Training	0
655	Food	1,931
657	Other Consumable Supplies	0
	Subtotal	<b>6,652</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,466
680	EQUIPMENT MAINTENANCE	893
700	ADVERTISING	589
710	PRINTING	450
720	TELEPHONE/COMMUNICATIONS	3,840
730	POSTAGE/SHIPPING	696
	Subtotal	<b>7,934</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
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743	Members and Participants	4,748
	Subtotal	<b>5,725</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	1,462
763	Comprehensive Property & Liability	2,983
800	OTHER EXPENDITURES	2,200
801	INTEREST EXPENSE	
	Subtotal	<b>6,645</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>264,114</b>



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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

# Appendix B

## New Hampshire Department of Health and Human Services

### Exhibit C



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**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. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

*PM*



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

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

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

Contractor Name:

5/31/16  
Date

Patricia Mackey Monadnock Area Peer  
Name: Patricia Mackey Support Agency  
Title: Board President



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5/31/16  
Date

Patricia Mackey Monadnock Area Peer Support Agency  
Name: Patricia Mackey  
Title: Board President



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

Date 5/31/16

Patricia Mackey Mondnock Area Peer Support Agency  
Name: Patricia Mackey  
Title: Board President



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

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

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

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

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

Exhibit G

Contractor Initials PM

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

Date 5/31/16

Patricia Mackey Monadnock Area Peer Support Agency  
Name: Patricia Mackey  
Title: Board President

Exhibit G

Contractor Initials PM

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

Date 5/31/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

5/31/16  
Date

Patricia Mucker Monadnock Area Peer Support Agency  
Name: Patricia Mucker  
Title: Board President





Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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

PM



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

# Appendix B

New Hampshire Department of Health and Human Services



## Exhibit I

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

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

Department of Health & Human Services  
The State

Monadnock Area Peer Support Agency  
Name of the Contractor

Katya S. Fox  
Signature of Authorized Representative

Patricia Mackey  
Signature of Authorized Representative

Katya S. Fox  
Name of Authorized Representative

Patricia Mackey  
Name of Authorized Representative

Director  
Title of Authorized Representative

Board President  
Title of Authorized Representative

6/6/16  
Date

5/31/16  
Date



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

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

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

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

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

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

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

Contractor Name:

5/31/16  
Date

Patricia Mackey Monadnock Area Peer  
Name: Patricia Mackey Support Agency  
Title: Board President



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: 03-088-7396
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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



State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Monadnock Area Peer Support Agency is a New Hampshire nonprofit corporation formed October 23, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**

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

1. I am a duly elected Officer of Monadnock Area Peer Support Agency  
(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 5/31/16:  
(Date)

**RESOLVED:** That the Board President  
(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 31 day of May, 2016.  
(Date Contract Signed)

4. Patricia Mackey is the duly elected Board President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF New Hampshire  
County of Cheshire

The forgoing instrument was acknowledged before me this 31 day of May, 2016.

By Natalie Neilson.  
(Name of Elected Officer of the Agency)

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4/18/2017



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2016

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

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

<b>PRODUCER</b> Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 603-352-2121      FAX (A/C, No): 603-357-8491 E-MAIL ADDRESS: csr24@clark-mortenson.com <table style="width:100%; border: none;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Tudor Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B : Central Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER C : NGM Insurance Company</td> <td style="text-align: center;">14788</td> </tr> <tr> <td>INSURER D : Mount Vernon Fire Insurance</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Tudor Insurance Company		INSURER B : Central Insurance Companies		INSURER C : NGM Insurance Company	14788	INSURER D : Mount Vernon Fire Insurance		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Tudor Insurance Company															
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INSURER C : NGM Insurance Company	14788														
INSURER D : Mount Vernon Fire Insurance															
INSURER E :															
INSURER F :															
<b>INSURED</b> MONADNOCK29 Monadnock Area Peer Support Agency P.O. Box 258 64 Beaver Street Keene NH 03431															

### COVERAGES

CERTIFICATE NUMBER: 2025523455

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC				1/1/2016	1/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				5/28/2016	5/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input checked="" type="checkbox"/> N / A				1/1/2016	1/1/2017	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C D	Surety Bond Employee Dishonesty D&O Policy & Data Security				7/17/2015 1/1/2016	7/17/2016 1/1/2017	15,000blanket \$100ded 1,000,000 ea occ 50,000 ea occ

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

### CERTIFICATE HOLDER

### CANCELLATION

DHHS 129 Pleasant Street Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# **Monadnock Area Peer Support Agency**

## **Mission Statement**

**(Rev 03-04-12)**

As a peer driven organization, it is the mission of Monadnock Area Peer Support Agency to promote wellness and recovery, as defined by the individual, through intentional peer support, and to provide advocacy, educational, vocational, interpersonal, social, and spiritual opportunities to adults who utilize mental health services to learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining an increased capacity for self-determination, independence, and personal growth.

MONADNOCK AREA PEER SUPPORT AGENCY

FINANCIAL STATEMENTS

AND

ADDITIONAL INFORMATION

JUNE 30, 2015 AND 2014

AND

INDEPENDENT AUDITOR'S REPORT

# Thomas S. Bates

CERTIFIED PUBLIC ACCOUNTANT, P.C.



9 Church Street, Suite 200 • Keene, New Hampshire 03431 • TEL: (603) 357-5756 • FAX: (603) 357-5663  
www.tbatescpa.com • tbates@tbatescpa.com

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Monadnock Area Peer Support Agency

### Report on Financial Statements

I have audited the accompanying financial statements of Monadnock Area Peer Support Agency (a nonprofit organization) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditor's Responsibility

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

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

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audits opinion.

### Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Area Peer Support Agency as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

My audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The schedules of functional revenues and expenses are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has not been subjected to the auditing procedures applied in the audit of the financial statements in accordance with auditing standards generally accepted in the United States of America. Accordingly, I do not express an opinion or any other form of assurance on such supplementary information.

*Thomas A. Bates*

Certified Public Accountant

Keene, New Hampshire  
October 24, 2015

MONMOUTH AREA PEER SUPPORT AGENCY

STATEMENTS OF FINANCIAL POSITION

JUNE 30, 2015 AND 2014

ASSETS

	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS:</b>		
Cash	\$ 18,563	\$ 22,209
Accounts receivable	5,251	139
Prepaid expenses	1,161	1,172
Total current assets	<u>24,975</u>	<u>23,520</u>
<b>PROPERTY AND EQUIPMENT:</b>		
Building and improvements	128,510	128,510
Land	22,750	22,750
Equipment and vehicle	31,870	24,621
	<u>183,130</u>	<u>175,881</u>
Less accumulated depreciation	70,000	76,485
	<u>113,130</u>	<u>99,396</u>
<b>OTHER ASSETS:</b>		
Cash restricted by state contract	5,655	5,655
	<u>\$ 143,760</u>	<u>\$ 128,571</u>

LIABILITIES AND NET ASSETS

<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 1,818	\$ 1,181
Payroll and payroll taxes payable	4,343	3,350
Contract surplus payable	6,388	0
Accrued expenses	2,398	0
Current portion of long-term debt	6,416	6,135
Total current liabilities	<u>21,363</u>	<u>10,666</u>
<b>NONCURRENT LIABILITIES:</b>		
Unearned capital replacement reserve	5,655	5,655
Long-term debt, less current portion	47,335	53,752
Total noncurrent liabilities	<u>52,990</u>	<u>59,407</u>
<b>NET ASSETS:</b>		
Unrestricted	<u>69,407</u>	<u>58,498</u>
	<u>\$ 143,760</u>	<u>\$ 128,571</u>

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



MONADNOCK AREA PEER SUPPORT AGENCY

STATEMENTS OF ACTIVITIES AND NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>		
Unrestricted operating revenues and support:		
Service contracts	\$ 184,217	\$ 147,644
Unearned portion of contracts	(6,388)	0
Rental income	6,739	10,917
United Way	6,688	6,969
Release from surplus payable	0	3,792
Other revenue	714	3,042
Contributions	3,578	460
Interest income	24	30
Total unrestricted revenues	<u>195,572</u>	<u>172,854</u>
Net assets released from temporary restrictions	19,250	0
	<u>214,822</u>	<u>172,854</u>
 Expenses		
Program service	174,563	162,774
General management	28,432	15,461
Fund raising	918	0
	<u>203,913</u>	<u>178,235</u>
 INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS	<u>10,909</u>	<u>(5,381)</u>
<b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS</b>		
Contributions	19,250	0
Net assets released due to satisfaction of temporary restriction	(19,250)	0
INCREASE IN TEMPORARILY RESTRICTED NET ASSETS	<u>0</u>	<u>0</u>
 INCREASE (DECREASE) IN NET ASSETS	10,909	(5,381)
 NET ASSETS, beginning of year	<u>58,498</u>	<u>63,879</u>
 NET ASSETS, end of year	<u>\$ 69,407</u>	<u>\$ 58,498</u>

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

MCNADNOCK AREA BEER SUPPORT AGENCY

STATEMENTS OF CASH FLOWS

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	2015	2014
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Increase (decrease) in net assets	\$ 10,909	\$ (5,381)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	5,180	5,601
Changes in operating accounts:		
Accounts receivable	(5,112)	(139)
Prepaid expenses	11	1,650
Accounts payable	637	(1,123)
Payroll and payroll taxes payable	993	382
Contract surplus payable	6,388	(52)
Accrued expenses	2,398	0
Unearned capital replacement reserve	0	(3,740)
Cash restricted by state contract	0	3,740
Net cash from operating activities	<u>21,404</u>	<u>938</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchase vehicle	(18,914)	0
Net cash (used in) investing activities	<u>(18,914)</u>	<u>0</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Principal payments on long-term debt	(6,136)	(5,866)
Net cash (used in) financing activities	<u>(6,136)</u>	<u>(5,866)</u>
(DECREASE) IN CASH	(3,646)	(4,928)
CASH, beginning of year	<u>22,209</u>	<u>27,137</u>
CASH, end of year	<u>\$ 18,563</u>	<u>\$ 22,209</u>
<b>SUPPLEMENTAL OPERATING CASH FLOWS INFORMATION:</b>		
Interest paid	<u>\$ 2,588</u>	<u>2,839</u>

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

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2015 AND 2014

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES

Nature of activities - Monadnock Area Peer Support Agency (the Organization") is a nonprofit organization that promotes peer support through educational, vocational, interpersonal, social and spiritual opportunities for consumers of mental health services and by facilitating recovery through peer support, empowerment and personal growth. The Organization operates in Keene, New Hampshire.

The revenue of the Organization is derived primarily from a contract with the State of New Hampshire Department of Health and Human Services.

The Organization also derives revenue from renting a portion of its building under short term rental arrangements.

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

Basis of presentation - The financial statements are presented in accordance with accounting principles generally accepted in the United States of America on an accrual basis. Consequently, revenues and gains are recognized when earned, and expenses and losses are recognized when incurred. In addition, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted net assets.

Revenue recognition - The majority of the services provided by the Organization are covered by a contract with the State of New Hampshire for a specific period of time of one year or less. Revenue is recognized as earned over the term of the contract. The revenue relative to the contractual agreement is included in the accompanying financial statements based on rates established by the regulatory authority under the provision of a cost reimbursement formula. Final determination of amounts earned is subject to audit by the intermediary. In the opinion of management, adequate provision has been made for any adjustments that may result from such audits. Differences between recorded revenues and final settlements are recorded as charges or credits to change in net assets in the year finalized.

Property and depreciation - Property and equipment are recorded at cost. Depreciation is calculated using the straight line method over the estimated useful lives of the assets. Depreciation expense, included in program service expense was \$5,180 in 2015 and \$5,601 in 2014. The Organization capitalizes items with a cost of over \$1,000 and an estimated useful life of at least one year.

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2015 AND 2014

1. NATURE OF ACTIVITIES AND SIGNIFICANT ACCOUNTING POLICIES (continued)

Long-lived assets - The Organization evaluates the recoverability of its long-lived assets if circumstances indicate impairment may have occurred. An evaluation includes comparing the carrying value of the assets to the current and expected future cash flows, on an undiscounted basis, to be generated by such assets. Property and equipment would be evaluated separately. If such analysis indicates that the carrying value of these assets is not recoverable, the carrying value of such affected assets would be reduced to fair value. Management determined there were no such impairment losses in 2015 and 2014.

Contributed goods and services - Contributed assets for use by the Organization are recorded at their estimated fair values at the date of contribution. Contributed services are reflected in the Organization's financial statements if and when they create or enhance non-financial assets or require specialized skills, which, if not provided by donation, would have to be purchased by the Organization. No donated service revenue was recorded in 2015 and 2014.

Allocation of functional expenses - The Organization allocates direct expenses to its programs and supporting services on a specific identification basis. Indirect expenses are allocated based on the allocations made in the Organization's approved budget. The budget allocations are made at the beginning of the year based on management's estimate of employee time to be spent and other indirect costs to be incurred in each area. These estimates may be revised during the year if the actual costs are found to be significantly different than anticipated.

Income taxes - The Organization is exempt from federal income tax under the Internal Revenue Code. Correspondingly, the Organization is exempt from state income tax.

Uncertainty of income taxes - Management has evaluated significant tax positions against the criteria established by generally accepting accounting principles and believes there are no such tax positions requiring accounting recognition in the financial statements. Management does not believe its evaluation of tax positions will significantly change within twelve months of June 30, 2015. Any changes in tax positions will be recorded when the ultimate outcome becomes known. The Organization's tax returns are subject to examination by taxing authorities generally for the years ended June 30 2008 through 2011. There was no related interest or penalties recognized in 2015 or 2014.

Interest expense - Interest expense is included in program service expense. Interest expense was \$2,588 in 2015 and \$2,839 in 2014.

Reclassifications - Certain 2014 amounts have been reclassified to conform to the presentation in the 2015 financial statements.

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2015 AND 2014

2. CONTRACT RELATED LIABILITIES

The State of New Hampshire Bureau of Behavioral Health ("BBH") determines the earned revenue under the contract based on a formula of allowable expenditures. Unearned contract surplus payable was estimated at \$6,388 at June 30, 2015 and was \$0 at June 30, 2014. BBH authorized the release of \$0 in 2015 and \$3,792 in 2014 for program services revenue.

Unearned capital reserve payable is also controlled by BBH for authorized purchases only. Unearned capital reserve payable was \$5,655 as of June 30, 2015 and \$5,655 as of June 30, 2014.

Cash restricted was \$5,655 at June 30, 2015 and was \$5,655 at June 30, 2014.

3. LONG-TERM DEBT

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

	2015	2014
Bank:		
4.5% note, collateralized by a real estate mortgage, payable in monthly installments of \$725, including interest, through September 2022.	\$53,751	\$59,887
Less current portion	<u>6,416</u>	<u>6,135</u>
	<u>\$47,335</u>	<u>\$53,752</u>

The approximate maturities on long-term debt subsequent to June 30, 2015 follow:

2016	\$ 6,416
2017	6,711
2018	7,020
2019	7,342
2020	7,679
Thereafter	<u>18,583</u>
	<u>\$53,751</u>

4. CONCENTRATION OF CREDIT RISK

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 82% of total revenue in 2015 and 85% in 2014.

MONADNOCK AREA PEER SUPPORT AGENCY

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2015 AND 2014

5. TEMPORARILY RESTRICTED NET ASSETS

The Organization received a grant from the State of New Hampshire for \$19,000 to purchase a new vehicle. The purchase price was \$18,749.

There were no net assets temporarily restricted as of June 30, 2015 and 2014.

6. COMMITMENT

The Organization leases a copier machine for \$140 per month. The future minimum lease payments are \$140 through the term of the lease, which expires in July 2015.

7. SUBSEQUENT EVENTS

Management has evaluated all subsequent transactions and events after the date of the statement of financial position through October 24, 2015, the date the financial statements are available to be issued, and has determined that no other additional items require disclosure.

**ADDITIONAL INFORMATION**

MONADNOCK AREA PEER SUPPORT AGENCY

SCHEDULES OF FUNCTIONAL REVENUES AND EXPENSES

FOR THE YEARS ENDED JUNE 30, 2015 AND 2014

	2015			2014
	BSH	Non-BSH	Total	Total
<b>Revenues:</b>				
Service contracts	\$ 184,217	\$ 0	\$ 184,217	\$ 147,644
Unearned portion of contracts	\$ (6,388)	0	(6,388)	0
Rental income	0	6,739	6,739	10,917
United Way	0	6,668	6,668	6,969
Release from surplus payable	0	0	0	3,792
Other revenue	0	714	714	3,042
Contributions	0	3,578	3,578	460
Interest	0	24	24	30
	<u>\$ 177,829</u>	<u>\$ 17,743</u>	<u>\$ 195,572</u>	<u>\$ 172,854</u>
<b>Program service expenses:</b>				
Salaries and wages	\$ 92,491	\$ 2,657	\$ 95,148	\$ 81,996
Employee benefits	22,499	3,535	26,034	24,832
Payroll taxes	7,076	0	7,076	6,273
Mortgage interest	2,568	0	2,568	2,839
Heat	9,025	223	9,248	10,356
Other utilities	4,465	1,851	6,316	4,626
Maintenance and repairs	1,000	2,162	3,162	3,785
Building/household supplies	943	0	943	869
Other consumables	0	807	807	869
Food	1,499	0	1,499	1,009
Depreciation	0	5,180	5,180	5,601
Telephone	3,012	11	3,023	3,484
Client transportation	2,500	3,325	5,825	5,554
Staff transportation	1,600	61	1,661	977
Insurance:				
Property and liability insurance	1,633	1,628	3,261	3,151
Vehicle insurance	1,213	229	1,442	1,411
Malpractice insurance	1,350	0	1,350	1,350
Other expenditures	0	0	0	3,792
	<u>\$ 152,894</u>	<u>\$ 21,669</u>	<u>\$ 174,563</u>	<u>\$ 162,774</u>
<b>General management expenses:</b>				
Accounting and bookkeeping	\$ 3,344	\$ 2	\$ 3,346	\$ 3,291
Audit	5,300	0	5,300	5,500
In-service training	5,000	1,993	6,993	67
Office supplies and expense	1,367	939	2,306	1,324
Property tax	0	1,090	1,090	1,357
Equipment rental	1,674	1	1,675	1,451
Equipment maintenance	1,375	0	1,375	1,120
Postage	500	976	1,476	1,199
Advertising	0	578	578	152
Membership dues	0	500	500	0
Background checks and other	0	3,793	3,793	0
	<u>\$ 18,560</u>	<u>\$ 9,872</u>	<u>\$ 28,432</u>	<u>\$ 15,461</u>



**Monadnock Area Peer Support Agency  
Board of Directors**

**March 29, 2016**

**PRESIDENT  
Patricia Jean Mackey**

**VICE PRESIDENT  
Elizabeth C. Sayre**

**TREASURER  
Marie Dokoupil**

**ASSISTANT TREASURER  
Jewel Skyerose**

**SECRETARY  
Natalie Neilson**

**ASSISTANT SECRETARY  
Theresa Noel**

**AT LARGE BOARD MEMBERS**

**Joel Whiting**

**EXECUTIVE DIRECTOR  
Damien Licata**

# Damien J. Licata

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## EMPLOYMENT

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CASE MANAGER  
*Monadnock Family Services*

2004 - present  
*Keene, NH*

- Work with twenty-five to thirty-five individuals receiving services within the Community Support Program of MFS
- Provide services to those individuals, including supportive counseling, life management skills, education re: diagnoses and treatment options, linking and brokering with community resources such as Vocational Services, Social Security, Health and Human Services, housing assistance, etc.
- Assist individuals in development and implementation of Wrap Around Plan for Recovery
- Work within Treatment Team, providing and obtaining consultation from both the individual receiving services, and from various Treatment Team providers.
- Act as liaison and advocate within the Mental Health Care system for individuals with mental illness
- Provider of individual and group evidence-based practice: Illness Management and Recovery.

RESIDENTIAL EDUCATOR  
*Emerald House, Monadnock Family Services*

2002-2004  
*Keene, NH*

- Provide education and supervision of residents' activities of daily living, including personal hygiene, meal preparation, medication education and administration, daily household chores, interpersonal skills, and individual and group community activities.
- Assist residents in attaining individual goals through supportive counseling, relationship building, and community integration.

GRADUATE INTERN  
*Counseling Center, Keene State College*

2002-2003  
*Keene, NH*

- Provide individual and group mental health counseling services to promote vocational, educational, and personal success
- Conduct assessments, determine diagnoses, provide treatment, utilize consultation and supervision, and make appropriate referrals
- Provide education to the campus community: Residential Assistant Training, classroom presentations on Counseling Center services, programs on Sexual Assault and Violence.
- Provide crisis intervention for students during business and after-hours.

PRIMARY COUNSELOR  
*Phoenix Academy*

2000-2001  
*Dublin, NH*

- Provide counseling and education to adolescent individuals with alcohol and substance addiction within a residential milieu setting.
- Maintain working relationships with families, other agencies, and community resources to coordinate health care services.

STUDENT INTERN

*Men's Resource Center of Western MA*

1999-2000

*Amherst, MA*

- Participate in the Support Group Facilitator Training, leading to facilitation of Drop-In Men's Support Group
- Conduct intake interviews for and facilitate a Youth Violence Prevention Group.
- Manage the Center's membership database and membership correspondence.
- Conduct presentations about the Men's Resource Center and their work.

## EDUCATION

---

ANTIOCH NEW ENGLAND GRADUATE SCHOOL

2002-2003

*Keene, NH*

- Post Graduate Study, Master's Program, Applied Psychology

BACHELOR OF ARTS, CLINICAL/COUNSELING PSYCHOLOGY

1995-2000

ASSOCIATE OF SCIENCE, CHEMICAL DEPENDENCY

*Keene State College*

*Keene, NH*

- Graduated Cum Laude
- Member of Psi Chi, The National Honor Society of Psychology
- Critical Incident Stress Management Certification Training, Member of CISD Team
- Co-Chairperson, Counseling Center Advisory Board
- Supplemental Instructor, History and Systems of Psychology
- KSC Outstanding Senior Service Award 2000
- KSC Leadership Award 1998

## COMMUNITY SERVICE

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- Co-founder/Director, Monadnock Men's Resource Center, *2002-present*
- Co-Producer/Host, The Men's Room, Community Access Television Program, *2006-present*

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Monadnock Area Peer Support Agency

Name of Program/Service: Peer Support Services

<b>BUDGET PERIOD:</b>		<b>State Fiscal Years 2017 and 2018</b>	
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Damien J. Licata, Executive Director	\$41,080	100.00%	\$41,080.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>#NAME?</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-05)

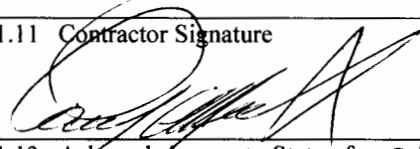
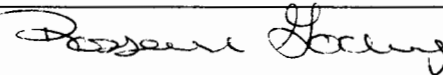
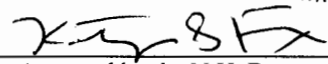
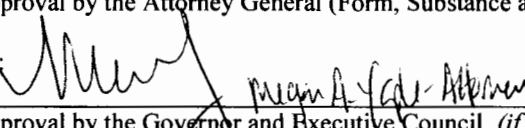
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name On the Road to Recovery, Inc.		1.4 Contractor Address 13 Organe Street, Manchester, NH 03104	
1.5 Contractor Phone Number 603-623-4523	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$885,716
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul A. Mertz Member, Board of Directors OTRRW	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 1, 2016</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 of the Peace  [Seal]			
1.13.2 Name and Title of Notary Public of the Peace Rossana Goering, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S. Fox, Director	
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) (if applicable) By:  Megan A. Ford - Attorney On: <u>4/12/14</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials PM  
Date 6/1/16

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

Contractor Initials DM  
Date 6/1/16

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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





## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



## Exhibit A

### 3. Scope of Services

#### 3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

- 3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
- 3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
- 3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:
  - a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
  - b. Fosters self-advocacy skills, autonomy, and independence;
  - c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
  - d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
  - e. Encourages informed decision-making about all aspects of people's lives;
  - f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.
- 3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness
- 3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



## Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



## Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
    - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
  - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
    - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
  - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
  - 3.1.1.15. Invite guests to participate in peer support activities.
  - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
  - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



## Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
  - 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
  - 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
  - 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
  - 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.
- 3.3. Peer Operated Transitional Housing
- 3.3.1. The Contractor shall provide peer operated transitional housing by offering shelter to individuals who are in the process of re-entering the community after being discharged from inpatient or residential services, for mental wellness challenges and who are independent in managing their own medications as follows:
    - 3.3.1.1. Provide to any individual from any of the Regions in New Hampshire regardless of where they may live or work.
    - 3.3.1.2. Provide a form of housing such as an apartment the is adjacent to or attached or part of the peer support agency with the amenities for the individual to live independently
    - 3.3.1.3. Develop individualized Wellness Plans
    - 3.3.1.4. Offer all programs and peer support services provided by the peer support agency
    - 3.3.1.5. Assist the individual with identifying and obtaining benefits such as but not limited to food stamps, heating assistance,
    - 3.3.1.6. Make referrals to community based services and finding permanent housing.
    - 3.3.1.7. Limit the length of stay to 120 days.



## Exhibit A

### 4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Regions 7 and 10, and other Regions specific to services identified in Section 3.3.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - 4.3.1. A Building in compliance with local health, building and fire safety codes,
  - 4.3.2. A Building that is maintained in good repair and be free of hazard,
  - 4.3.3. A building that includes:
    - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
    - 4.3.3.2. At least one telephone for incoming and outgoing calls,
    - 4.3.3.3. A functioning septic or other sewage disposal system, and
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;



## Exhibit A

- 6.1.3. Has at a minimum the following qualification:
  - 6.1.3.1. One year of supervisory or management experience, and
    - a. An associate's degree or higher administration, business management, education, health, or human services; or
    - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
    - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
  - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
    - 6.1.4.1. The performance expectations approved by the board
    - 6.1.4.2. The Department's policies and rules
    - 6.1.4.3. The Contract terms and conditions
    - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
  - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;





## Exhibit A

- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 6.8.3. The description of time frames necessary for obtaining staff replacements;
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

## 7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,
  - 7.2.6. Harassment, discrimination, and diversity,
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
  - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
  - 7.3.1. Job Descriptions
  - 7.3.2. Staffing pattern
  - 7.3.3. Conditions of employment
  - 7.3.4. Grievance procedures
  - 7.3.5. Performance reviews
  - 7.3.6. Individual staff development plans
  - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
    - 7.3.7.1. Citizenship or authorization to work
    - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
    - 7.3.7.3. Criminal Records Check
    - 7.3.7.4. Previous employment
    - 7.3.7.5. References



## Exhibit A

- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
  - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
  - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
  - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
  - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
  - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
  - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
  - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
  - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.



## Exhibit A

- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
- 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
- 7.12.1. Staff Development;
  - 7.12.2. Supervision;
  - 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.



## Exhibit A

7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

### 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
      - d. Establish and maintain the bylaws
    - 8.1.2.2. Bylaws that outline the:
      - a. Responsibilities and powers of the Board of Directors,
      - b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
      - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
      - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.



## Exhibit A

- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
  - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 8.7.3. Internal Control Procedures; and
  - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
  - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
  - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
  - 8.10.3. Maintain documentation of the process and results of annual board elections.
  - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

## 9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.



## Exhibit A

- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

## 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
  - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
    - 10.1.1.1. consumer name,
    - 10.1.1.2. date of written grievance,
    - 10.1.1.3. nature/subject of the grievance.
  - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
  - 10.1.3. Tracking complaints
  - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
  - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
  - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
  - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
  - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
  - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

## 11. Deliverables



## Exhibit A

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

## 12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
  - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
  - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.



## Exhibit A

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

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

12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

### 13. Quality Improvement

13.1. The Contractor agrees to quality assurance review as follows:

13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.1.2. Ensure the Department is provided with access that includes but is not limited to:

13.1.2.1. Data

13.1.2.2. Financial records

13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.5. Scheduled phone access to Contractor principals and staff

13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:

13.2.1. Participate in quality improvement review as in Section 13.1

13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.

13.2.3. Review of personnel files for completeness; and

13.2.4. Review of complaint process.

13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.





## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
- 8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
  - 8.2. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:
- 9.1. Training and Development: \$1,000.
  - 9.2. Capital Reserve Fund: \$2,901.
  - 9.3. Capital Expenditure: \$0
  - 9.4. Crisis Respite: \$0.
  - 9.5. Retirement: \$1,792.
10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 10.1. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.
- 11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
  - 11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

**Exhibit B-1**

**BUDGET FORM**

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

Bidder Name: On the Road To Recovery, Inc.

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

Budget Period: 7/1/16 through 6/30/17

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	201,453
602	Employee Benefit	32,777
603	Payroll taxes	15,411
	Subtotal	<b>249,641</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	
625	Audit Fees	7,000
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>7,000</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	93,492
642	Mortgage Payments	0
643	Heating Costs	7,849
644	Other Utilities	6,045
645	Maintenance and Repairs	5,780
646	Taxes	0
647	Other Occupancy Costs	2,400
	Subtotal	<b>115,566</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	2,373
652	Building/Household	7,798
653	Rehabilitation/Training	
655	Food	1,400
657	Other Consumable Supplies	2,500
	Subtotal	<b>14,071</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	2,901
670	EQUIPMENT RENTAL	5,600
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	200
710	PRINTING	350
720	TELEPHONE/COMMUNICATIONS	11,700
730	POSTAGE/SHIPPING	1,550
	Subtotal	<b>22,301</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	6,790
743	Members and Participants	12,964
	Subtotal	<b>19,754</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	3,826
763	Comprehensive Property & Liability	8,699
800	OTHER EXPENDITURES	1,000
801	INTEREST EXPENSE	
	Subtotal	<b>13,525</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>442,858</b>

**Exhibit B-2**

**BUDGET FORM**

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

**Bidder Name:** On the Road To Recovery, Inc.

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

**Budget Period:** 7/1/17 through 6/30/18

Line Item Number	Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	201,453
602	Employee Benefit	32,777
603	Payroll taxes	15,411
	Subtotal	<b>249,641</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	
625	Audit Fees	7,000
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>7,000</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	93,492
642	Mortgage Payments	0
643	Heating Costs	7,849
644	Other Utilities	6,045
645	Maintenance and Repairs	5,780
646	Taxes	0
647	Other Occupancy Costs	2,400
	Subtotal	<b>115,566</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	2,373
652	Building/Household	7,798
653	Rehabilitation/Training	
655	Food	1,400
657	Other Consumable Supplies	2,500
	Subtotal	<b>14,071</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	2,901
670	EQUIPMENT RENTAL	5,600
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	200
710	PRINTING	350
720	TELEPHONE/COMMUNICATIONS	11,700
730	POSTAGE/SHIPPING	1,550
	Subtotal	<b>22,301</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	6,790
743	Members and Participants	12,964
	Subtotal	<b>19,754</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	3,826
763	Comprehensive Property & Liability	8,699
800	OTHER EXPENDITURES	1,000
801	INTEREST EXPENSE	
	Subtotal	<b>13,525</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>442,858</b>

442857



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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





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

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

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

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

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

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

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



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

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

**DEFINITIONS**

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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




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

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

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

Contractor Name:

6/1/16  
Date

  
Name: Paula A. Mentzic  
Title: Member Board of Directors  
OTRTW



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

6/1/16  
Date

  
Name: David A. Merteic  
Title: Member Board of Directors  
OTRTW



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

6/1/16  
  
Date

Contractor Name:  
  
Name: David A. Mestric  
Title: Member Board of Directors





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

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

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

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

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

Exhibit G

Contractor Initials PM

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



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

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

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

Contractor Name:

6/1/16  
Date

  
Name: Paul A. Mentele  
Title: Member BOD.  
OTRTW

Exhibit G

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

Contractor Initials PM

Date 6/1/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

6/1/16  
Date


  
Name: Paul N. Mentzic  
Title: Member BOO  
OTRTW



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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





Exhibit I

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

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

Department of Health & Human Services  
The State

Katja S Fox  
Signature of Authorized Representative

Katja S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/6/16  
Date

[Signature] On the Road to Recovery  
Name of the Contractor O.T.R.T.W

[Signature]  
Signature of Authorized Representative

Paul A. Mertzic  
Name of Authorized Representative

Member Board of Directors O.T.R.T.W  
Title of Authorized Representative

6/1/16  
Date



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

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

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

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


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

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

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

Contractor Name:

6/1/16  
Date

  
Name: Paul A. Mentzic  
Title: Member Board of Directors



**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: 781435519
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

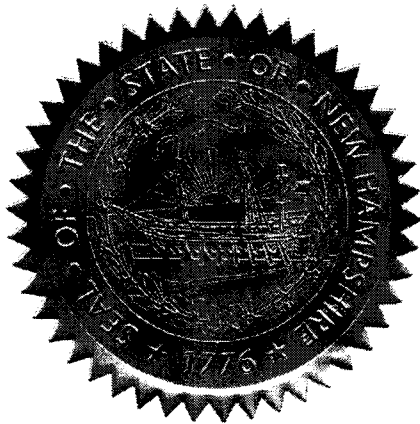
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that On The Road to Recovery, Inc. is a New Hampshire nonprofit corporation formed November 16, 1988. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31<sup>st</sup> day of May A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of On the Road to Recovery (DBA, On the Road to Wellness)  
(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 06/01/2016:  
(Date)

**RESOLVED:** That the Board Member  
(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 1st day of June, 2016.  
(Date Contract Signed)

4. Paul A Mertzic is the duly elected Board Member  
(Name of Contract Signatory) (Title of Contract Signatory)  
of the Agency.

Amy L. Pratte  
(Signature of the Elected Officer)

STATE OF NH

County of Hillsborough

The forgoing instrument was acknowledged before me this 1st day of June, 2016

By Amy L. Pratte  
(Name of Elected Officer of the Agency)

Rossana S. Goding  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/5/2020





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/24/2016

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

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

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Pat Mack	
E & S Insurance Services LLC		<b>PHONE (A/C, No, Ext):</b> (603) 293-2791	<b>FAX (A/C, No):</b> (603) 293-7188
21 Meadowbrook Lane		<b>E-MAIL ADDRESS:</b> pat@esinsurance.com	
P O Box 7425		<b>INSURER(S) AFFORDING COVERAGE</b>	
Gilford NH 03247-7425		INSURER A: Philadelphia Insurance Co	
<b>INSURED</b>		INSURER B: Traveler's Assigned Risk W/C	
On The Road To Recovery, Inc.,		INSURER C: Mount Vernon Fire Insurance	
DBA: On The Road To Wellness		INSURER D:	
PO Box 1721		INSURER E:	
Manchester NH 03105		INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** 2016 Updated **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR				7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism Coverage \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000				7/1/2016	7/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		3/24/2016	3/19/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directors & Officers Liab Employment Practices Liab				12/14/2015	12/14/2016	Occurrence/Aggregate \$1,000,000 Occurrence/Aggregate \$1,000,000

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

A. Crime-Employee Dishonesty PHPK1494868 7/1/2016-7/1/2017 Limit \$35,000

Location #1) 13 & 13A Orange Street, Manchester, NH

Location #2) 12 Birch Street, Derry, NH

**CERTIFICATE HOLDER**

slawrence@dhs.state.nh.us

DHHS  
129 Pleasant Street  
Concord, NH 03301

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Pat Mack/PAT

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# **On The Road To Recovery, Inc.**

## **Mission Statement**

04-11-13

On The Road To Recovery is a not for profit consumer driven community of peers dedicated that educates and provides skills to empower members to manage and maintaining mental health and wellness, personal responsibility and accountability through the use of Intentional Peer Support as a tool.

We are a community of peers dedicated to educate advocate and empower members to better mental health living.

ON THE ROAD TO RECOVERY, INC

FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2015 and 2014



## TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS .....	1
FINANCIAL STATEMENTS	
Statements of Financial Position .....	2
Statements of Activities and Changes in Net Assets. ....	3
Statements of Cash Flows.....	4
Notes to Financial Statements .....	5 – 9
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION.....	
Statement of Functional Expenses .....	10
Statements of Activities and Changes in Net Assets By State Approved Funds .....	11 12

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MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees  
On The Road to Recovery, Inc.  
Manchester, New Hampshire

We have audited the accompanying financial statements On The Road to Recovery, Inc. (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2015 and 2014 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

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

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

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

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recovery, Inc. as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America



Rowley & Associates, P.C.  
Concord, New Hampshire  
October 5, 2015

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENT OF FINANCIAL POSITION**  
**JUNE 30, 2015 AND 2014**

ASSETS	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash, non-BBH refundable	\$ 7,174	\$ 9,002
Cash, BBH refundable	94,359	79,068
Accounts receivable	16,330	-
Funds held for others	2,168	2,167
Prepaid expenses	11,388	13,144
Total Current Assets	<u>131,420</u>	<u>103,381</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Leasehold improvements	35,971	35,971
Vehicles	24,188	24,188
Equipment & furniture	51,160	51,160
	<u>111,319</u>	<u>111,319</u>
Less accumulated depreciation	<u>(83,262)</u>	<u>(76,887)</u>
	<u>28,056</u>	<u>34,432</u>
<b>OTHER ASSETS</b>		
Investments	1,427	1,427
Loan receivable	2,850	2,300
Deposits	2,500	2,500
	<u>6,777</u>	<u>6,227</u>
Total Assets	<u>166,253</u>	<u>144,040</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	3,699	4,286
Accrued expenses	15,054	7,565
Housing escrow payable	2,168	2,167
Deferred revenue, restricted BBH funds	94,359	79,068
Total Current Liabilities	<u>115,280</u>	<u>93,086</u>
<b>NET ASSETS</b>		
Unrestricted	<u>50,973</u>	<u>50,954</u>
Total Liabilities and Net Assets	<u>\$ 166,253</u>	<u>\$ 144,040</u>

See Independent Auditors' Report and Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 435,338	\$ 437,714
Special funding, in-service training	1,704	7,226
Fundraising income	714	1,412
Program services	2,800	2,707
Gain on sale of property and equipment	-	300
Interest income	73	81
Total support and revenue	<u>440,629</u>	<u>449,440</u>
EXPENSES		
Program	437,010	426,312
Management & general	3,600	18,159
Total expenses	<u>440,610</u>	<u>444,471</u>
Increase in net assets	19	4,969
Net assets, beginning of year	<u>50,954</u>	<u>45,985</u>
Net assets, end of year	<u>\$ 50,973</u>	<u>\$ 50,954</u>

See Independent Auditors' Report and Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase in net assets	\$ 19	\$ 4,969
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	6,376	4,306
(Increase) Decrease in operating assets		
Funds held for others	(1)	1,033
Accounts Receivable	(16,330)	-
Prepaid expenses	1,756	1,388
Loan receivable	(550)	(2,100)
Increase (Decrease) in operating liabilities		
Accounts payable	(587)	(2,649)
Accrued expenses	7,488	(2,687)
Amounts due to other agencies	-	(1,034)
Housing escrow	1	1
Deferred revenue, restricted BBH funds	15,291	(12,728)
Net Cash Provided (Used) By Operating Activities	<u>13,463</u>	<u>(9,501)</u>
 <b>CASH USED BY INVESTING ACTIVITIES</b>		
Purchases of property and equipment	<u>-</u>	<u>(21,413)</u>
 Net Increase (Decrease) in Unrestricted Cash and Cash Equivalents	13,463	(30,914)
 Unrestricted Cash and Cash Equivalents, Beginning of Year	<u>88,070</u>	<u>118,984</u>
 Unrestricted Cash and Cash Equivalents, End of Year	<u>\$ 101,533</u>	<u>\$ 88,070</u>

See Independent Auditors' Report and Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 1 NATURE OF ORGANIZATION**

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence and responsibility. The Organization is supported primarily by grants from the State of New Hampshire Department of Health & Human Services and private charitable organizations. The Organization has also implemented a program to provide housing under the terms of a grant from the US Department of Housing & Urban Development (HUD).

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of OTRTR is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of OTRTR's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basis of Accounting**

The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**Basis of Presentation**

The Organization is required to report information regarding its financial position a activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Unrestricted net assets** are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. OTRTR had \$50,973 and \$50,954 in unrestricted net assets as of June 30, 2015 and 2014, respectively.

**Temporarily restricted net assets** are comprised of contributions and gifts for which donor imposed restrictions will be met either by the passage of time or the actions of OTRTR. OTRTR had no temporarily net assets as of June 30, 2015 and 2014, respectively.

**Permanently restricted net assets** include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the organization. OTRTR had no permanently restricted net assets as of June 30, 2015 and 2014.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Cash equivalents

For purposes of the statement of cash flows, OTRTR considers cash on hand, deposit Banks and investments to be cash equivalents.

Support and revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BBH) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Leasehold improvements	10
Equipment	5
Vehicle	5

Depreciation expense was \$6,376 and \$4,306 for the years ended June 30, 2015 and 2014, respectively.

Function Allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

Advertising

The Organization expenses advertising costs as incurred. OTRTR had advertising costs of \$50 and \$0 as of June 30, 2015 and 2014, respectively.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes

OTRTR is a not-for-profit corporation under Section 501© (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b) (1) (A).

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

Donated Materials and Services

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2015 and 2014, there were no donated goods or services.

**NOTE 3 FEDERAL FINANCIAL ASSISTANCE**

The Organization has been awarded a grant from the United States Department of Housing and Urban Development to provide scattered site housing for homeless individuals. The grant is considered to be an exchange transaction. Accordingly, revenue is recognized when earned and expenses are recognized when incurred. Housing is rented on a tenant-at-will basis, with no long term contracts. This award is below the Single Audit reporting threshold contained in OMB circular A-133.

**NOTE 4 REVIEW BY OUTSIDE AGENCIES**

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.



**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 5 OPERATING LEASE COMMITMENT**

Since December 1, 2007 OTRTR has been a tenant at will for its Manchester, New Hampshire location. Total rent expense for the years ended June 30, 2015 and 2014 was \$63,492. There is no required future minimum payment.

Since July 1, 2011 OTRTR has been a tenant at will for its Derry, New Hampshire location. Total rent expense for the years ended June 30, 2015 and 2014 was \$30,000. There is no required future minimum payment.

**NOTE 6 RETIREMENT PLAN**

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$1,792 for the years ended June 30, 2015 and 2014, respectively.

**NOTE 7 FUNDS HELD FOR OTHERS**

The Organization has entered into an agreement in which it operates Bingo games on behalf of other not for profit agencies. Undistributed cash from these activities are recorded as a liability. Funds held for others consisted of the following on June 30:

	<u>2015</u>	<u>2014</u>
Housing escrow payable	<u>\$2,168</u>	<u>\$ 3,201</u>

**NOTE 8 REFUNDABLE BBH ADVANCE**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, OTRTR is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$94,359 and \$79,068 for the years ended June 30, 2015 and 2014, respectively.

**NOTE 9 SUBSEQUENT EVENT**

Management has evaluated subsequent events through October 5, 2015, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

**ON THE ROAD TO RECOVERY, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 10 FAIR VALUE MEASUREMENTS**

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

<u>2015</u>	<u>Fair Value</u>	<u>Quoted Prices in Active Markets For Identical Assets (Level 1)</u>	<u>Significant other Observable inputs (Level 2)</u>
Accounts Receivable	\$16,330	\$ -	\$16,330
Investments	1,427	1,427	-
Loans Receivable	<u>2,850</u>	<u>-</u>	<u>2,850</u>
	<u>\$20,607</u>	<u>\$1,427</u>	<u>\$19,180</u>
<u>2014</u>			
Investments	\$1,427	\$1,427	\$ -
Loans Receivable	<u>2,300</u>	<u>-</u>	<u>2,300</u>
	<u>\$3,727</u>	<u>\$1,427</u>	<u>\$2,300</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and loans receivable are estimated at the present value of expected future cash flows.

**NOTE 11 TAX EXEMPT STATUS**

OTRTR is a public charity exempt from Federal income tax under Section 501 © (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2014, 2013, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

# ROWLEY & ASSOCIATES, P.C.

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## INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees  
On The Road to Recovery, Inc  
Manchester, New Hampshire

Our report on our audit of the basic financial statements of On The Road to Recovery, Inc. as of and for the year ended June 30, 2015 and 2014 our report dated October 5, 2015, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
October 5, 2015

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED JUNE 30, 2015 WITH COMPARATIVE TOTALS FOR**  
**THE YEAR ENDED JUNE 30, 2014**

	Derry Costs	Manchester Costs	Transitional Housing	Total Programs	Management & General	Total 2015	Total 2014
Wages	\$ 61,250	\$ 116,953	\$ 11,076	\$ 189,279	\$ -	\$ 189,279	\$ 200,373
Employee benefits	13,259	19,649	-	32,908	-	32,908	21,940
Payroll taxes	5,067	9,032	861	14,960	-	14,960	16,366
Rent	30,000	24,600	38,892	93,492	-	93,492	93,492
In-service training	115	8,009	-	8,124	-	8,124	6,875
Journals & Pubs	-	25	-	25	-	25	-
Telephone and internet	2,905	5,774	-	8,679	-	8,679	10,402
Utilities	4,112	5,934	1,288	11,334	-	11,334	13,540
Workers compensation	-	-	-	-	-	-	4,429
Insurance	2,157	10,136	-	12,293	-	12,293	13,029
Repairs and maintenance	2,372	3,160	3,710	9,242	-	9,242	15,080
Office supplies	3,247	4,650	-	7,897	-	7,897	3,303
Household supplies	4,164	6,899	1,088	12,151	-	12,151	6,939
Other occupancy costs	-	1,650	-	1,650	-	1,650	2,100
Advertising	25	25	-	50	-	50	-
Food and consumable supplies	2,036	885	-	2,921	125	3,046	3,428
Legal and accounting	3,596	6,679	-	10,275	-	10,275	5,219
Capital Expenditures	175	2,241	-	2,416	-	2,416	-
Equipment rental	1,096	3,361	-	4,457	-	4,457	5,464
Transportation	866	2,174	-	3,040	-	3,040	5,941
Vehicle expense	4,249	1,227	-	5,476	-	5,476	9,904
Depreciation and amortization	-	2,901	-	2,901	3,475	6,376	4,306
Printing	-	1,204	-	1,204	-	1,204	256
Client services	-	-	-	-	-	-	-
Postage	555	1,363	-	1,918	-	1,918	1,377
Dues and subscriptions	-	175	-	175	-	175	100
Other expenses	8	135	-	143	-	143	608
	<u>\$ 141,254</u>	<u>\$ 238,841</u>	<u>\$ 56,915</u>	<u>\$ 437,010</u>	<u>\$ 3,600</u>	<u>\$ 440,610</u>	<u>\$ 444,471</u>

See Independent Auditors' Report and Notes to Financial Statements

**ON THE ROAD TO RECOVERY, INC**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**BY STATE APPROVED BBH FUNDS**  
**YEAR ENDED JUNE 30, 2015**

	State Approved BBH Funds	Non-BBH Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	435,338	\$ -	\$ 435,338
Special funding, in-service training	1,704	-	1,704
Fundraising revenue	-	714	714
Program services	2,800	-	2,800
Interest income	69	4	73
Total support and revenue	<u>439,911</u>	<u>718</u>	<u>440,629</u>
<b>EXPENSES</b>			
Wages	189,279	-	189,279
Employee benefits	32,908	-	32,908
Payroll taxes	14,960	-	14,960
Rent	93,492	-	93,492
In-service training	8,124	-	8,124
Journal and Pubs	25	-	25
Telephone	8,679	-	8,679
Utilities	11,334	-	11,334
Insurance	12,293	-	12,293
Repairs and maintenance	9,242	-	9,242
Office supplies	7,897	-	7,897
Household supplies	12,151	-	12,151
Other occupancy costs	1,650	-	1,650
Advertising	50	-	50
Food and consumable supplies	2,921	125	3,046
Audit fees	10,275	-	10,275
Capital Expenditures	2,416	-	2,416
Equipment rental	4,457	-	4,457
Transportation	3,040	-	3,040
Vehicle maintenance	5,476	-	5,476
Depreciation and amortization	2,901	3,475	6,376
Printing	1,204	-	1,204
Postage	1,918	-	1,918
Dues and subscriptions	175	-	175
Other expenses	143	-	143
Total expenses	<u>437,010</u>	<u>3,600</u>	<u>440,610</u>
Net (Decrease) in Net Assets	2,901	(2,882)	19
BBH Funds allowed for depreciation	(2,901)	2,901	-
Net assets, beginning of year	<u>-</u>	<u>50,954</u>	<u>50,954</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 50,973</u>	<u>\$ 50,973</u>

See Independent Auditors' Report and Notes to Financial Statements

# **On the Road to Recovery**

## **BOARD OF DIRECTORS**

**APRIL 11, 2016**

### **CHAIRMAN**

**Vincent McHugh**

### **VICE CHAIRMAN**

### **SECRETARY/TREASURER**

**Amy Pratte**

**Rob Dupriez Jr.**

**David M. Just**

**Julie Lago**

**Juanita Leach**

**Paul Mertzic**

**Kathleen Raymond**

### **EXECUTIVE DIRECTOR**

**Warren Bouchard**

SUMMARY OF QUALIFICATIONS

Professional Administrator with Special Expertise in:

- Personnel Administration, to include recruitment, assignment, training and retention of staff
- Staff Training, Supervision and Evaluation
- Team Building to Bring Divergent Groups to a Common Goal
- Program Development and Evaluation
- Organizational Focus and Vision
- Development and Oversight of Annual Budget
- Intersystem and Interagency Collaborations
- Grant Writing

Professional Experience, Skill Sets and Accomplishments

Executive Director: On The Road to Recovery, Inc. DBA On the Road to Wellness, Manchester, NH 03105

On The Road to Wellness provides a variety of Intentional Peer Support Activities that provide an opportunity for individuals who have mental health issues develop individual plans for recovery and healthy and better living. Many of these individuals are homeless

- Chief Administrative Officer for On the Road to Wellness
- Recruitment, Assignment, Orientation and Evaluation of Staff
- Development of Annual Budget
- Program Development, Evaluation, and Oversight
- Monitoring of Operational Expenditures
- Supervision and Evaluation of Staff

Supervisor of Student Teachers: Franklin Pierce University, GTEP Manchester, NH

- Providing Supervision of Graduate Student Teachers during their internship experience
- Supervision and Evaluation of Student Teachers

Independent Educational Consultant, Manchester, NH 03105

Providing contracted Consulting Services in Management and Behavior Modification Training

- PAC Training, Managing Aggressive Behaviors in Challenged Individuals
- Developing a Cogan style model for Clinical Supervision
- Building a Team Focused on Success

Executive Director: The Paul Center For Learning and Recreation, Chelmsford, Massachusetts

The Paul Center provides a variety of educational, social and respite programs for individuals with moderate to severe special needs.

- Chief Administrative Officer for The Paul Center
- Recruitment, Assignment, Orientation and Evaluation of Staff
- Development of Annual Budget
- Program Development, Evaluation, and Oversight
- Monitoring of Operational Expenditures
- Supervision and Evaluation of Staff
- Chairman Special Education Program Admissions and Placement Team
- PAC (Proactive Alternatives for Change) Trainer

Superintendent of Schools: School Administrative Unit 58, Groveton, NH

Chief Administrative Officer for the Northumberland, Stark and North Stratford School Districts.

- Resource Specialist to Boards on Policy, Negotiations, Personnel and Programs
- Hearings Officer for Title IX Appeals and Human Rights Appeals
- Liaison for School Administrative Unit with State and Federal Agencies
- Development of Annual Operational Budgets
- Coordinator of Out of District Special Education Placements
- Hearings Officer for Special Education Appeals in the Administrative Unit

Adjunct Faculty: Hawthorne College, Antrim, NH

- Adjunct Instructor in Organizational Behavior, Principles of Management and Introduction to Psychology

Other Professional Experience

Director of Public Safety: IPC International Corporation, South Deerfield, IL

Principal: Franklin Junior-Senior High School, Franklin, NH

Principal: Telstar Regional High School, Bethel ME.

Headmaster: Coe-Brown Academy, Northwood, NH

Principal: Groveton High School, Groveton. NH

Principal: Nute High School, Milton, NH

Guidance Counselor: Nute High School, Milton, NH

Social Studies Teacher: Central High School, Manchester NH, Nute High School, Milton. NH

Academic Preparation

Saint Anselm's College, Manchester, NH, and B.A. History

University of Southern Maine, Gorham ME, M.S. Ed. Administration

Vanderbilt University, Nashville TN, Doctoral Studies in Educational Leadership, ABD

Certifications:

Intentional Peer Support Specialist, current

MA PAC Trainer, (Proactive Alternatives for Change), subject to renewal

NH Special Education Administrator, subject to renewal

NH Superintendent of Schools, subject to renewal

MA Superintendent of Schools, subject to renewal

NY Superintendent of Schools, subject to renewal

PA Superintendent of Schools, subject to renewal



# David J. Blacksmith

## HIGHLIGHTS

- Keen Ability to Network People and Resources
- Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- Able to Handle Crisis or Stressful Situations with Ease
- Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

## WORK HISTORY

**On the Road to Wellness, Manchester & Derry** 2008 – Present  
Program Director

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance abuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State (BBH); all aspects of programming groups, social events, and agency wide gatherings; inter-agency and community relationships.

- Successfully wrote high-scoring RFP for FY15 funding cycle for BBH during Executive Director's absence
- Successfully launched a secondary site in Derry to provide IPS services to that Region
- Effectively increased membership and active participation at both sites
- Responsible for recruiting, hiring, scheduling and supervising staff of 15
- Created a vibrant newsletter which has led to an expanded readership and increased membership rolls
- Trained multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Significantly upgraded the physical site in order to improve image to both members and the neighborhood community
- Provide guidance and leadership to our Transitional Housing residents
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Expanded programming to include outreach and community service
- Given overall management of both peer centers and transitional housing unit, keeping all things within budget requirements
- Effectively developed a contractual relationship with Mental Health Center of Great Manchester by modeling and coaching Peer Support Specialist Services to their ACT Teams

**Southern New Hampshire Rescue Mission** 2003 - 2008  
Founder/Executive Director

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers
- Successfully began residential shelter for single homeless men

**WORK HISTORY**  
*(continued)*

**Las Vegas Rescue Mission** 1999 – 2003  
 Executive Director

Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.

- Initiated comprehensive Case Management Program
- Initiated and completed \$1.2m building project to expand services to homeless men, and specialized population of single-fathers with children
- Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed
- Established an extensive and effective Job Development Program which generated over \$250k into the pockets of the homeless, many securing permanent employment through the Program
- Implemented Recovery Program for those struggling with addictive behaviors
- Expanded donor base 150%; volunteer base 300%
- Responsible for recruiting, hiring, scheduling and supervising staff of 20
- Dramatically increased community involvement

**EDUCATION**

Moody Bible Institute, Chicago, IL 1983 – 1987  
 Ministerial Studies

University of Massachusetts, Lowell, MA 1973 – 1977  
 Bachelor of Arts  
 Concentrations: Music Education / Business Administration

Bedford High School, Bedford, MA 1969 – 1973  
 College Preparatory

**ADDITIONAL TRAINING**

Train the Trainer – Intentional Peer Support; Middletown, CT  
 Intentional Peer Support: An Alternative Approach; BBH, Concord, NH  
 Prison Volunteer Training, Concord, NH  
 Art of Listening, Hospital Chaplaincy Services  
 Powerful Business Writing Skills, National Seminars, Inc.  
 Business Management, Cornell University, Ithaca, NY (Extension)  
 Essentials in Management, American Management Association (Extension)

**OTHER SKILLS**

PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer

**CIVIC ACTIVITIES**

Member, Nashua Continuum of Care	2003 – 2008
Member, Southern Nevada Homeless Coalition	1999 – 2003
Member, Emergency Food and Shelter Board	1999 – 2003
Chairman, Child Evangelism Fellowship	1999 – 2001
Member, Manchester Rotary, Manchester, VT	1997 – 1999
Director of Volunteer Chaplains, Sonoma Valley Hospital	1991 – 1992
Southern Nevada Task Force for the Homeless	1987 – 1990

*Personal and Professional References Available Upon Request*

## LEE ANN HUSSEY

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### Summary

Service professional with over 20 years of experience providing support to customers or Members

### Education and Certificates

- IPS Core Training
- WRAP Facilitator Training
- Conflict Resolution Training
- Sexual Harassment Training
- Members Rights Training
- Hesser College, Associate in Psychology

### Experience

2009 – Present

Team Leader, On the Road to Recovery, Inc.

- Provide leadership to fellow teammates
- Assist in the implementation of program at peer support center
- Create an environment for learning how to live with mental health issues
- Provide an example of the ten values of intentional peer support
- Practice the four tasks and three principles of intentional peer support
- Create, research, and facilitate several peer support groups per week
- Welcome new Members to center and explain the purpose of the center
- Process new Membership Application Forms and maintain Membership Records
- Provide support by developing wellness plans with Members
- Provide conflict resolution for Members and staff
- Facilitate Wellness Recovery Action Plan workshops
- Participate in co-reflection
- Open and close center
- Assist in maintaining physical center
- Order and replenish supplies for the center

2007 – 2009

Transitional Housing Manager, On the Road to Recovery, Inc.

- Notified social workers at New Hampshire Hospital of vacancies
- Collected rent and maintained documentation
- Facilitated meetings between residents
- Met with individuals regarding their progress
- Provided conflict resolution for residents
- Communicated with agencies that referred candidates
- Communicated with agencies that provided housing for residents
- Created and implemented a statistics form, saving hours every month
- Assisted in maintaining physical facility
- Ordered and replenished supplies for the facility

2003 – 2007

Program Assistant, On the Road to Recovery, Inc.

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Peter P. Deleault

**Experience:**

**04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246 (Part-Time)**

Administrative Bookkeeper. LRCAB is a non-profit mental health organization funded by State and Federal funds covering 3 areas of the State or cost centers. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

**07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd. Bow, NH, 03304.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all the monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

**03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.**

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

**2000 to Present: Delo, LLC. 1 Old Hill Rd., Bow, NH 03304. (Part-Time)**

Owner, Business Manager. Commercial Real Estate. Responsible for property management, maintenance, accounting.

**2005 to Present: CompSci Computer Repair, LLC. 1 Old Hill Rd., Bow, NH, 03304 (Part-Time)**

Owner. Onsite home and business computer repairs. Responsible for all aspects of business management, marketing, accounting, computer and network repair security and maintenance.

Peter P. Deleault

**1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.**

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

**Education:**

09/2004 to 04/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

References upon request.

## KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: On the Road to Recovery, Inc.

Name of Program/Service: Peer Support Services

BUDGET PERIOD: SFY 17 & 18			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Warren Bouchard, Executive Director	\$42,000	100.00%	\$41,999.88
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-07)



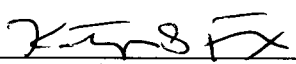
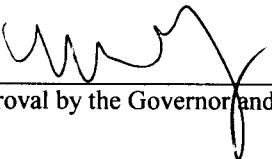
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Stepping Stone Drop-In Center Association		1.4 Contractor Address 108 Pleasant Street Claremont, NH 03743	
1.5 Contractor Phone Number 603-543-1388	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$756,690.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul J. Marinelli, Treasurer	
1.13 Acknowledgement: State of NH _____, County of Grafton  On May 27, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Susan E. Seidler, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
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) (if applicable)  By:  Megan A. York - Attorney On: 4/12/14			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



## Exhibit A

### 3. Scope of Services

#### 3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



## Exhibit A

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- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



## Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
    - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
  - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
    - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
  - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
  - 3.1.1.15. Invite guests to participate in peer support activities.
  - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
  - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



## Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

### 3.3. Crisis Respite

- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
  - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
  - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
  - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
  - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
  - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
  - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
  - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
  - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
  - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
  - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.





## Exhibit A

- 3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
- 3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

### 3.4. Warmline Services

- 3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.4.1.1. Are primarily provided to any individual who lives or works in Regions 2 and 5, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - 3.4.1.2. Are provided during the hours the peer support agency is closed.
  - 3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.4.1.6. Are provided by staff that are trained in providing crisis services.
  - 3.4.1.7. May include outreach calls described in Section 3.2.1.5

## 4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 2, and other Regions specific to services identified in Section 3.3 and 3.4.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - 4.3.1. A Building in compliance with local health, building and fire safety codes,
  - 4.3.2. A Building that is maintained in good repair and be free of hazard,
  - 4.3.3. A building that includes:
    - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
    - 4.3.3.2. At least one telephone for incoming and outgoing calls,
    - 4.3.3.3. A functioning septic or other sewage disposal system, and
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New



## Exhibit A

Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and

- b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
  - 6.1.3. Has at a minimum the following qualification:
    - 6.1.3.1. One year of supervisory or management experience, and
      - a. An associate's degree or higher administration, business management, education, health, or human services; or
      - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
      - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
  - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
    - 6.1.4.1. The performance expectations approved by the board
    - 6.1.4.2. The Department's policies and rules
    - 6.1.4.3. The Contract terms and conditions
    - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.



## Exhibit A

- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
  - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 6.8.3. The description of time frames necessary for obtaining staff replacements;
  - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

## 7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,



## Exhibit A

- 7.2.6. Harassment, discrimination, and diversity,
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
- 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
  - 7.3.1. Job Descriptions
  - 7.3.2. Staffing pattern
  - 7.3.3. Conditions of employment
  - 7.3.4. Grievance procedures
  - 7.3.5. Performance reviews
  - 7.3.6. Individual staff development plans
  - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
    - 7.3.7.1. Citizenship or authorization to work
    - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
    - 7.3.7.3. Criminal Records Check
    - 7.3.7.4. Previous employment
    - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
  - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
  - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
  - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
  - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;



## Exhibit A

- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
  - 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
  - 7.12.1. Staff Development;
  - 7.12.2. Supervision;



## Exhibit A

- 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

## 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than



## Exhibit A

20% of the board members shall be related by blood, marriage, or cohabitation to other board members.

d. Establish and maintain the bylaws

8.1.2.2. Bylaws that outline the:

- a. Responsibilities and powers of the Board of Directors,
- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
- c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
- d. A procedure by which inactive peer support agency members are removed from the peer support agency board.

8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).

8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).

8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.

8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.

8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.

8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:

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

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

8.7.3. Internal Control Procedures; and

8.7.4. Expense Reimbursement and Advance Policy.

8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.

8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.

8.10. The Contractor's Board of Directors shall:



## Exhibit A

- 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
- 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

## 9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

## 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:





## Exhibit A

- 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
  - 10.1.1.1. consumer name,
  - 10.1.1.2. date of written grievance,
  - 10.1.1.3. nature/subject of the grievance.
- 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

## 11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

## 12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.



## Exhibit A

- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
  - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
  - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
    - 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
    - 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

## 13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
  - 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.1.2.1. Data
    - 13.1.2.2. Financial records



## Exhibit A

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- 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
- 13.2.1. Participate in quality improvement review as in Section 13.1
  - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.2.3. Review of personnel files for completeness; and
  - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
- 8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
  - 8.2. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:
- 9.1. Training and Development: \$1,000.
  - 9.2. Capital Reserve Fund: \$2,901.
  - 9.3. Capital Expenditure: \$0.
  - 9.4. Crisis Respite: \$63,303.
  - 9.5. Retirement: \$2,137.
10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 10.1. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.
- 11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
  - 11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

Handwritten initials in black ink, appearing to be 'JN' or similar.

5/27/16

**Exhibit B-1**

**BUDGET FORM**

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

**Bidder Name:** The Stepping Stone Drop-in Center Association

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

**Budget Period:** 7/1/16 through 6/30/17

<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	223,581
602	Employee Benefit	30,649
603	Payroll taxes	17,104
	Subtotal	<b>271,333</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	0
625	Audit Fees	7,000
626	Legal Fees	200
627	Other Professional Fees and Consultants	0
	Subtotal	<b>7,200</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	356
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	400
	Subtotal	<b>1,756</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	
642	Mortgage Payments	17,316
643	Heating Costs	12,500
644	Other Utilities	4,858
645	Maintenance and Repairs	4,950
646	Taxes	750
647	Other Occupancy Costs	
	Subtotal	<b>40,374</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	1,900
652	Building/Household	4,450
653	Rehabilitation/Training	300
655	Food	2,840
657	Other Consumable Supplies	701
	Subtotal	<b>10,191</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	2,901
670	EQUIPMENT RENTAL	1,740
680	EQUIPMENT MAINTENANCE	5,127
700	ADVERTISING	1,190
710	PRINTING	2,000
720	TELEPHONE/COMMUNICATIONS	8,652
730	POSTAGE/SHIPPING	794
	Subtotal	<b>22,404</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	2,400
743	Members and Participants	6,588
	Subtotal	<b>8,988</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	350
752	Clothing	
	Subtotal	<b>350</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	3,668
763	Comprehensive Property & Liability	9,488
800	OTHER EXPENDITURES	2,593
801	INTEREST EXPENSE	
	Subtotal	<b>15,749</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>378,345</b>

**Exhibit B-2**

**BUDGET FORM**

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

**Bidder Name:** The Stepping Stone Drop-in Center Association

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

**Budget Period:** 7/1/17 through 6/30/18

<b>600 PERSONNEL COSTS</b>	
601 Salary & Wages	223,581
602 Employee Benefit	30,649
603 Payroll taxes	17,104
Subtotal	<b>271,333</b>
<b>620 PROFESSIONAL FEES</b>	
624 Accounting	0
625 Audit Fees	7,000
626 Legal Fees	200
627 Other Professional Fees and Consultants	0
Subtotal	<b>7,200</b>
<b>630 STAFF DEVELOPMENT AND TRAINING</b>	
631 Publications and Journals	356
632 In-Service Training	1,000
633 Conferences and Conventions	0
634 Other Staff Development	400
Subtotal	<b>1,756</b>
<b>640 OCCUPANCY COSTS</b>	
641 Rent	
642 Mortgage Payments	17,316
643 Heating Costs	12,500
644 Other Utilities	4,858
645 Maintenance and Repairs	4,950
646 Taxes	750
647 Other Occupancy Costs	
Subtotal	<b>40,374</b>
<b>650 CONSUMABLE SUPPLIES</b>	
651 Office	1,900
652 Building/Household	4,450
653 Rehabilitation/Training	300
655 Food	2,840
657 Other Consumable Supplies	701
Subtotal	<b>10,191</b>
<b>Other Expenses</b>	
660 CAPITAL EXPENDITURES	
665 DEPRECIATION	2,901
670 EQUIPMENT RENTAL	1,740
680 EQUIPMENT MAINTENANCE	5,127
700 ADVERTISING	1,190
710 PRINTING	2,000
720 TELEPHONE/COMMUNICATIONS	8,652
730 POSTAGE/SHIPPING	794
Subtotal	<b>22,404</b>
<b>740 TRANSPORTATION</b>	
741 Board Members	
742 Staff	2,400
743 Members and Participants	6,588
Subtotal	<b>8,988</b>
<b>750 Assistance to Individuals</b>	
751 Client Services	350
752 Clothing	
Subtotal	<b>350</b>
<b>760 INSURANCE</b>	
762 Vehicles	3,668
763 Comprehensive Property & Liability	9,488
800 OTHER EXPENDITURES	2,593
801 INTEREST EXPENSE	
Subtotal	<b>15,749</b>
<b>TOTAL PROGRAM EXPENSES</b>	<b>378,345</b>





### SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**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. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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



- 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:

May 27, 2014  
Date

*Paul J. Marinelli*  
Name: Paul J. Marinelli  
Title: Treasurer





**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

May 27, 2014  
Date

  
Name: Paul J. Marinelli  
Title: Treasurer



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

Handwritten initials of the contractor, appearing to be 'JAN'.



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:

May 27, 2016  
Date

Paul J. Marinelli  
Name: Paul J. Marinelli  
Title: Treasurer



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

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

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

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

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

Exhibit G

Contractor Initials

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



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

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

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

Contractor Name:

May 27, 2016  
Date


  
\_\_\_\_\_  
Name: Paul J. Marinelli  
Title: Treasurer

Exhibit G

Contractor Initials 

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

Date 5/27/16



**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:

May 27, 2016  
Date

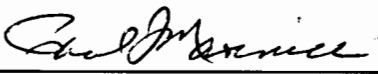
  
Name: Paul J. Marinelli  
Title: Treasurer



Exhibit I

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

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

**(1) Definitions.**

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



Exhibit I

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

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

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





Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
  - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
  - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
  - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
  - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
  - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
  - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/6/16  
Date

The Stepping Stone Drop-In Ctr Assn  
Name of the Contractor

Paul J. Marinelli  
Signature of Authorized Representative

Paul J. Marinelli  
Name of Authorized Representative

Treasurer  
Title of Authorized Representative

May 27, 2016  
Date



**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:

May 27, 2016  
Date

Paul J. Marinelli  
Name: Paul J. Marinelli  
Title: Treasurer



**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: 037409575
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?

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

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

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

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

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

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

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

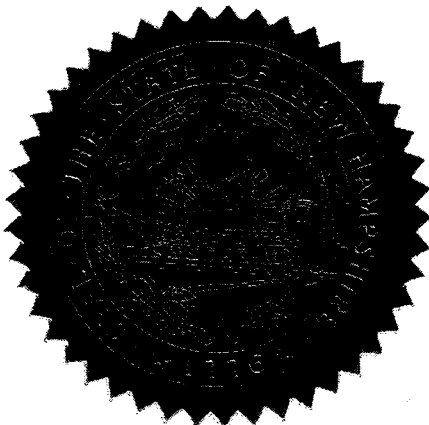
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE STEPPING STONE DROP-IN CENTER ASSOCIATION is a New Hampshire nonprofit corporation formed September 8, 1995. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6<sup>th</sup> day of April A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Colleen Fisk, do hereby certify that:

1. I am a duly elected Officer of The Stepping Stone Drop-In Center Association.
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 April 25, 2016:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 27<sup>th</sup> day of May, 2016.
4. Paul J. Marinelli is the duly elected Treasurer of the Agency.



Colleen Fisk, Board Secretary

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2016.

By Colleen Fisk.



Susan E Seidler  
Notary Public

Commission Expires: 2/25/20





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/24/2016

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

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

<b>PRODUCER</b> A. B. Gile, Inc. PO Box 66 Hanover, NH 03755	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (603) 643-4540      FAX (A/C, No): (603) 643-6382 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
<b>INSURED</b> Stepping Stone Drop in Center Association 108 Pleasant Street Claremont, NH 03743	<b>INSURER A:</b> Philadelphia Insurance Co.	
	<b>INSURER B:</b> Liberty Mutual Ins. Co.	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

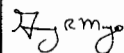
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>PROFESSIONAL</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				03/22/2016	03/22/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				03/22/2016	03/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A		03/22/2016	03/22/2017	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Workers Compensation Covered States 3.A. Part One: NH; 3.C. Part Three: Refer To Residual Market Limited Other States Insurance Endorsement WC000326A. Excluded Officers: Roland C. Dumont, Paul J. Marinelli, and Colleen Fisk.**

Evidence of Insurance - Employee Dishonesty - Limit: \$30,000 - Deductible: \$500 (Part of Policy PHPK1445545 - Policy Dates 3/22/16 - 3/22/17)

**CERTIFICATE HOLDER**      **CANCELLATION**

Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
---	---

# **The Stepping Stone Drop-In Center Association**

## **Mission Statement**

Our program is committed to the creation of a safe, supportive, and educational environment for people struggling with a variety of mental health issues. We emphasize understanding, mutual accountability, and respect for diversity. We offer groups and events in which we learn more about ourselves and how we interact with others. We utilize shared leadership, skill development, team activities, and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

*Adopted 2/27/03*

*Financial Statements*

---

**STEPPING STONE DROP-IN  
CENTER ASSOCIATION**

**FOR THE YEARS ENDED JUNE 30, 2015 AND 2014  
AND  
INDEPENDENT AUDITORS' REPORT**

*Leone,  
McDonnell  
& Roberts*  
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**FINANCIAL STATEMENTS**

**JUNE 30, 2015 AND 2014**

**TABLE OF CONTENTS**

	<b><u>Page(s)</u></b>
Independent Auditors' Report	1 - 2
Financial Statements	
Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	5
Notes to Financial Statements	6 – 10
Supplementary Information	
Schedule of Functional Revenue, Support and Expenses	11
Bureau of Behavior Health Refundable Advance – Designated	12

To the Board of Directors of  
Stepping Stone Drop-In Center Association  
Claremont, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying statements of Stepping Stone Drop-In Center Association (the "Association") (a nonprofit corporation), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended and the related notes to the financial statements.

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

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

### **Auditor's Responsibility**

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stepping Stone Drop-In Center Association as of June 30, 2015 and 2014, and the changes in its net assets, cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

**Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Revenue, Support and Expenses on page 11 and The Bureau of Behavioral Health Refundable Advance - Designated on page 12 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has 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.

*Leme, McDonald & Roberts  
Professional Association*

September 25, 2015  
Wolfeboro, New Hampshire

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2015 AND JUNE 30, 2014**

	<b><u>ASSETS</u></b>	
	<b><u>2015</u></b>	<b><u>2014</u></b>
<b>CURRENT ASSETS</b>		
Cash and cash equivalents - designated	\$ 58,604	\$ 35,035
Cash and cash equivalents - undesignated	60,094	24,808
Prepaid expenses	<u>8,558</u>	<u>5,138</u>
Total current assets	<u>127,256</u>	<u>64,981</u>
<b>PROPERTY</b>		
Building	389,722	378,111
Equipment	<u>73,505</u>	<u>39,294</u>
Total	463,227	417,405
Less: accumulated depreciation	<u>(133,720)</u>	<u>(119,210)</u>
Property - net	<u>329,507</u>	<u>298,195</u>
<b>TOTAL ASSETS</b>	<b><u>\$ 456,763</u></b>	<b><u>\$ 363,176</u></b>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Current portion of long term debt	\$ 13,177	\$ 12,827
Accounts payable and accrued expenses	14,046	7,404
Accrued payroll and related liabilities	15,231	12,056
Refundable advances	3,314	4,586
Refundable advances - designated	<u>58,604</u>	<u>35,035</u>
Total current liabilities	104,372	71,908
<b>LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE</b>	<u>250,758</u>	<u>264,741</u>
Total liabilities	<u>355,130</u>	<u>336,649</u>
<b>NET ASSETS</b>		
Unrestricted	88,825	26,322
Temporarily restricted	<u>12,808</u>	<u>205</u>
Total net assets	<u>101,633</u>	<u>26,527</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b><u>\$ 456,763</u></b>	<b><u>\$ 363,176</u></b>

See Notes to Financial Statements

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED JUNE 30, 2015 AND JUNE 30, 2014**

	<u>2015</u>	<u>2014</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS</b>		
<b>REVENUE AND SUPPORT</b>		
Grants	\$ 401,805	\$ 329,701
Rental income	11,880	5,230
Contributions	1,792	643
Other	5,361	2,243
Total unrestricted revenues and gains	420,838	337,817
Net assets released from restrictions	152	3,494
Total unrestricted revenues, gains and other support	<u>420,990</u>	<u>341,311</u>
<b>EXPENSES</b>		
<b>Program services:</b>		
Stepping Stone	169,947	149,165
Next Step	109,773	86,509
Warm Line	24,177	19,732
Respite	35,539	41,073
Other Programs	19,051	14,388
General management allocation	(27,678)	(28,923)
<b>Supporting activities:</b>		
General management	27,678	28,923
Total	<u>358,487</u>	<u>310,867</u>
<b>INCREASE IN UNRESTRICTED NET ASSETS</b>	<u>62,503</u>	<u>30,444</u>
<b>CHANGES IN TEMPORARILY RESTRICTED NET ASSETS</b>		
Contributions	12,755	-
Net assets released from restrictions	(152)	(3,494)
<b>INCREASE (DECREASE) IN TEMPORARILY RESTRICTED NET ASSETS</b>	<u>12,603</u>	<u>(3,494)</u>
<b>CHANGES IN NET ASSETS</b>	75,106	26,950
<b>NET ASSETS - BEGINNING OF YEAR</b>	<u>26,527</u>	<u>(423)</u>
<b>NET ASSETS - END OF YEAR</b>	<u>\$ 101,633</u>	<u>\$ 26,527</u>

See Notes to Financial Statements



**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2015 AND JUNE 30, 2014**

	<b><u>2015</u></b>	<b><u>2014</u></b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Changes in net assets	\$ 75,106	\$ 26,950
Adjustments to reconcile increase in net assets to net cash from operating activities:		
Depreciation	14,510	10,208
(Increase) decrease in assets:		
Accounts receivable	-	2,102
Prepaid expenses	(3,420)	2,133
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	6,642	(1,050)
Accrued payroll and related liabilities	3,175	785
Refundable advances	(1,272)	(515)
Refundable advances - designated	<u>23,569</u>	<u>14,859</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>118,310</u>	<u>55,472</u>
<b>CASH FLOWS USED IN INVESTING ACTIVITIES</b>		
Purchase of property	<u>(45,822)</u>	<u>(36,286)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(45,822)</u>	<u>(36,286)</u>
<b>CASH FLOWS USED IN FINANCING ACTIVITIES</b>		
Repayments of long-term notes payable	<u>(13,633)</u>	<u>(14,886)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(13,633)</u>	<u>(14,886)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	58,855	4,300
<b>CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR</b>	<u>59,843</u>	<u>55,543</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 118,698</u>	<u>\$ 59,843</u>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for interest	<u>\$ 10,883</u>	<u>\$ 11,256</u>

See Notes to Financial Statements

## **STEPPING STONE DROP-IN CENTER ASSOCIATION**

### **NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

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

##### **Organization**

Stepping Stone Drop-In Center Association, (“the Association”) is a nonprofit organization incorporated under the laws of the State of New Hampshire on September 8, 1995. The Association is a voluntary, non-profit, educational, social, peer support association formed to support and assist people who are, have been, or could be at risk of becoming a consumer of psychiatric and/or psychological services. Services include provision of community resources to consumers through mutual peer support, education of the public regarding human and civil rights of the consumers, as well as societal responsibility for supporting those rights. In addition, Stepping Stone Drop-In Center Association provides assistance and support to consumers in their efforts to improve their own quality of life. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

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

The financial statements of the Association have been prepared on the accrual basis of accounting in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB).

##### **Estimates**

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

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

The Association is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Association.

**Permanently Restricted:** Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to product income for general or specific purposes.

As of June 30, 2015 the Association had unrestricted and temporarily restricted net assets.

**Cash and Cash Equivalents**

The Association considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

**Advertising**

The Association expenses advertising costs as incurred.

**Property and Depreciation**

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

Equipment	5 - 7 years
Buildings	39 years

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

Depreciation expense was \$14,510 and \$10,208 for the years ended June 30, 2015 and 2014, respectively.

**Income Taxes**

The Association is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Association’s tax positions and concluded that the Association has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Association is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2011.

**Functional Allocation of Expenses**

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

The costs of providing various programs and other activities have been summarized below.

	<u>2015</u>	<u>2014</u>
Program Services	\$ 330,809	\$ 281,944
Management and general	<u>27,678</u>	<u>28,923</u>
Total	<u>\$ 358,487</u>	<u>\$ 310,867</u>

### **Donations**

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

### **Subsequent Events**

Events occurring after the financial statement date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through September 25, 2015 which is the date that the financial statements were available to be issued.

### **NOTE 2 DESIGNATED CASH**

Certain grant awards contain provisions requiring the Association to maintain separate cash accounts. Amounts deposited in these accounts are designated as to use and are not available for day to day operations. As of June 30, 2015 and 2014, designated cash aggregated \$58,604 and \$35,035, respectively.

### **NOTE 3 LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30, 2015 and 2014:

	<u>2015</u>	<u>2014</u>
(2) Two 3% unsecured notes payable to Board members of the Association. The notes are payable in monthly installments for principal and interest of \$200 through September of 2015.	\$ 1,546	\$ 3,861
Mortgage note payable to a bank in monthly installments of \$443 for principal and interest through June of 2033. Interest is fixed for 5 years at 4.5%. The note is secured by certain real estate of the Association.	63,262	65,735
Mortgage payable to a bank in monthly installments of \$1,394 for principal and interest through May of 2031. Interest is stated at the five year treasury rate plus 1.5% (adjusted every three years) which resulted in an		

interest rate of 3.875% at June 30, 2015 and 2014. The note is secured by certain real estate of the Association.

	<u>199,127</u>	<u>207,972</u>
	263,935	277,568
Less current portion due within one year	<u>(13,177)</u>	<u>(12,827)</u>
Total	<u>\$ 250,758</u>	<u>\$ 264,741</u>

The scheduled maturities of the notes payable at June 30, 2015 were as follows:

<b>Year Ending <u>June 30</u></b>	<b>Amount <u>Due</u></b>
2016	\$ 13,177
2017	12,127
2018	12,622
2019	13,138
2020	13,466
Thereafter	<u>199,405</u>
Total	<u>\$ 263,935</u>

**NOTE 4      REFUNDABLE ADVANCES - DESIGNATED**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, the Association is required to segregate amounts received in excess of allowable expenses. As of June 30, 2015 and 2014, funds set aside in accordance with this requirement amounted to \$58,604 and \$35,035, respectively.

**NOTE 5      ECONOMIC DEPENDENCY**

Over 94% and 98% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services for the years ended June 30, 2015 and 2014, respectively. The future existence of the Association is dependent upon the funding policies and continued support of this source. The loss of this funding could have a material adverse effect on the Association.

**NOTE 6      LEASE AGREEMENT**

The Association entered into a lease agreement in April of 2015. The tenant was to pay the Association \$1,100 per month with the lease expiring as of March 31, 2016. The Association received \$11,880 and \$5,230 in rental income for the years ended June 30, 2015 and 2014, respectively.

**NOTE 7**      **CONTINGENCIES**

**Grant Compliance**

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

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2015 and 2014.

**STEPPING STONE DROP-IN CENTER ASSOCIATION**

**SCHEDULE OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2015**

	Stepping Stone	Next Step	Warm Line	Respite	Total BBH Funds	Other Non-BBH Programs	2015 Total
<b>REVENUE AND SUPPORT</b>							
Grants	\$ 212,073	\$ 132,344	\$ 24,299	\$ 33,089	\$ 401,805	\$ -	\$ 401,805
Rental Income	-	-	-	-	-	11,880	11,880
Contributions	-	12,675	-	-	12,675	1,872	14,547
Other Income	2,712	173	-	-	2,885	2,476	5,361
<b>Total revenue and support</b>	<b>\$ 214,785</b>	<b>\$ 145,192</b>	<b>\$ 24,299</b>	<b>\$ 33,089</b>	<b>\$ 417,365</b>	<b>\$ 16,228</b>	<b>\$ 433,593</b>
<b>EXPENSES</b>							
Salaries and wages	\$ 86,744	\$ 69,130	\$ 17,055	\$ 27,055	\$ 199,984	\$ -	\$ 199,984
Employee benefits	8,153	6,237	1,856	4,663	20,909	-	20,909
Staff development and training	19,994	386	-	-	20,380	299	20,679
Payroll taxes	6,529	5,350	1,333	2,110	15,322	-	15,322
Occupancy costs	8,623	4,231	-	200	13,054	2,246	15,300
Insurance	10,599	4,312	-	284	15,195	104	15,299
Utilities	8,068	4,133	1,333	392	13,926	691	14,617
Depreciation	-	-	-	-	-	14,510	14,510
Interest expense	2,832	8,040	-	-	10,872	11	10,883
Telephone	2,582	2,217	2,300	350	7,449	-	7,449
Audit and accounting fees	4,158	3,140	-	-	7,298	-	7,298
Travel	4,858	1,499	-	285	6,642	-	6,642
Office supplies and expense	3,264	494	300	200	4,258	-	4,258
Client consumables	2,203	579	-	-	2,782	1,054	3,836
Legal fees	105	-	-	-	105	136	241
Other	1,235	25	-	-	1,260	-	1,260
<b>Total expenses</b>	<b>\$ 169,947</b>	<b>\$ 109,773</b>	<b>\$ 24,177</b>	<b>\$ 35,539</b>	<b>\$ 339,436</b>	<b>\$ 19,051</b>	<b>\$ 358,487</b>

**STEPPING STONE DROP-IN CENTER ASSOCIATION**  
**BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE - DESIGNATED**  
**FOR THE YEAR ENDED JUNE 30, 2015**

**Reconciliation of BBH Refundable Advance**

Total FY 2015 BBH funds received	\$ 429,074
Liquidated from contract	(8,378)
Approved for carryover	(2,293)
Recognition of funds released by BBH	<u>1,402</u>
Total funds received	<u>419,805</u>
Less:	
BBH expenses	<u>(339,436)</u>
Total approved expenses	<u>(339,436)</u>
Less: Approved BBH Expenses	
Mortgage principle reduction - Claremont at 100%	(2,473)
Mortgage principle reduction - Lebanon at 72%	(6,368)
Retirement plan contribution	(2,137)
Fixed assets	<u>(45,822)</u>
Total approved expenses	<u>(56,800)</u>
Change in refundable advance at June 30, 2015	23,569
Refundable advance balance at June 30, 2014	<u>35,035</u>
Refundable advance balance at June 30, 2015	<u>\$ 58,604</u>



**STEPPING STONE DROP-IN CENTER ASSOCIATION**  
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 Change in refundable advance at June 30, 2015	 23,569
 Refundable advance balance at June 30, 2014	 <u>35,035</u>
 Refundable advance balance at June 30, 2015	 <u>\$ 58,604</u>

# **The Stepping Stone Drop-in Center Association**

## **BOARD OF DIRECTORS**

**May 25, 2016**

### **PRESIDENT**

**Susan Buckholz**

### **VICE PRESIDENT**

**Roland Dumont**

### **SECRETARY**

**Colleen Fisk**

### **TREASURER**

**Paul Marinelli**

**Sister Dymphna Brendan**

**Lori Brown**

**Laura Byrne**

**Laurie Cummings-Bowen**

**Marilyn Marinelli**

**Nancy Reardon**

**Dianne Roberts**

### **EXECUTIVE DIRECTOR**

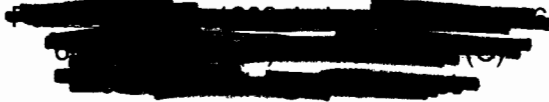
**Susan E. Seidler**

# Susan E. Seidler

<b>Objective</b>	To be a member of an organization with a firm commitment to its mission and which aligns with my commitment to intentional peer support, fostering diversity, exceptional work quality, the value of teamwork, personal growth and development, and the ability to implement new ideas.
<b>Skills</b>	<p>I have extensive experience in the administrative aspects of running an organization, including 20 years of supervisory experience. My strengths include systems thinking, communication, organization, initiative, attention to detail, multi-tasking, discretion, problem-solving, troubleshooting, creativity, sense of humor, and teamwork.</p> <p>I am proficient in the installation and maintenance of the latest versions of Mac- and PC-based operating systems, Internet browsers, Microsoft Office Professional, virus protection, and Adobe Acrobat and Photoshop Elements; Microsoft Windows and Exchange Server; and various single-purpose programs.</p>

<b>Experience</b>	<p>12/2006-Present</p> <p style="text-align: center;">SSDICA</p> <p style="text-align: right;">Claremont, NH</p> <p><i>Executive Director</i> <span style="float: right;"><i>1/2014-Present</i></span></p> <ul style="list-style-type: none"> <li>• Provide overall management of the organization, including program development, resource allocation, and business operations.</li> <li>• Establish clear goals and direction for the organization.</li> <li>• Inspire and lead a diverse team of professionals as well as the Management Team.</li> <li>• Advise and inform the Board of Directors.</li> <li>• Champion the organization's vision, goals, and values.</li> <li>• Promote the principles and values of Intentional Peer Support internally and within the greater community.</li> </ul> <p><i>Site &amp; Program Supports Coordinator</i> <span style="float: right;"><i>2/2007-1/2014</i></span></p> <ul style="list-style-type: none"> <li>• Oversaw the Stepping Stone site and all aspects of program supports.</li> <li>• Taught and modeled peer support.</li> <li>• Participated as member of the management team.</li> <li>• Supervised assigned staff.</li> <li>• Maintained accurate and reliable program statistics for BBH contract compliance, Board of Director reports, and Food Bank requirements; submitted same according to established timelines.</li> <li>• Co-facilitated monthly staff meetings.</li> <li>• Maintained Intentional Peer Support certification and attended trainings as required and recommended.</li> <li>• Produced monthly newsletter and oversaw distribution.</li> <li>• Participated as member of Fundraising Committee and PR sub-committee.</li> <li>• Worked with the Executive Director on RFP, budgeting, audit, and contracts.</li> <li>• Oversaw business office and human resources functions, including payroll, earned time records, and staff schedule.</li> <li>• Prepared and submitted Exhibit B and green sheets for approval of restricted funds usage.</li> </ul> <p><i>Interim Executive Director</i> <span style="float: right;"><i>12/2006-2/2007</i></span></p>
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# Susan E. Seidler



**Experience** 6/2005-12/2006 Kendal at Hanover Hanover, NH

*Health Services Administrative Assistant*

- Direct support to the Director of Resident Health Care Services and the Director of Nursing. Administrative support to the Health Services Management Team and nursing staff.
- Coordination and scheduling of Staff Development activities and training for the Health Services department, including maintenance of HealthStream database of credit hours.
- Provision of help-desk and in-depth training in computer software.
- Member of Pharmacy Committee, including analysis of medication use within Kendal's resident contracts and input relative to Medicare D involvement.

1983-6/2005 United Developmental Services Lebanon, NH

*Administrative Assistant for Operations*

1987-2005

- Supervision of administrative support staff.
- Direct support to the Chief Operating Officer/Chief Financial Officer.
- Development, oversight, and coordination of efficient and effective office procedures.
- Preparation and dissemination of annual budget and funding proposals within dictated deadlines; preparation of ad hoc statistical reports; data entry and quality control for various State-mandated reports; performance of miscellaneous accounting duties; authorization by signature of company checks.
- Development and ongoing review of internal systems to prepare for yearly State inspections of over 30 residences; refinement of infrastructure according to changes in State and Federal standards.
- Maintenance of telephone and voice messaging system with regard to orientation, training, and programming in accordance with staff preference and company policy.

Ad hoc Responsibilities: member of UDS committees on Recruitment, Compensation, Downsizing, Criminal Justice, and Workplace Violence; member of State of NH DHHS committee to revise State certification requirements and evaluation tools; officer on UDS's HIPAA committee.

*Network Administrator (concurrently with AA for Operations)*

1996-2005

- Provision of support across multiple sites in the administration and maintenance of a Windows-based network for 50+ users in accordance with user preference and company protocols.
- Provision of help-desk and in-depth training in all aspects of computer hardware and software.
- Active participation at monthly meetings of the NH Bureau of Developmental Services Shared IT Group.

*Secretary, Early Intervention Program*

1983-1987

## Susan E. Seidler



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**Education** Certified in Intentional Peer Support – Shery Mead Consults (aka Intentional Peer Support, LLC)  
NH Grants Institute 3-day training – NH Center for Nonprofits  
Trained Complaint Investigator – Ry Perry  
NH Notary Public  
Granite State College, Lebanon, NH  
AA, General Studies, Concentration in Business Management and Finance

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**References** References are available on request.

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# MARK W NICHOLS

## EDUCATION

**NAMINH'S IN OUR OWN VOICE** Bow, NH MAY 2014  
TRAINED PRESENTER AND VOLUNTEER FOR NATIONAL ALLIANCE OF MENTAL ILLNESS (NAMI) NH

**HARTFORD HIGH SCHOOL** WHITE RIVER JUNCTION, VT 1984-1987  
AREAS OF STUDY – GENERAL STUDIES; MEMBER OF DECA

**JOHNSON AND WALES UNIVERSITY** PROVIDENCE, RI FALL 1987-SPRING 1988  
AREA OF STUDY – HOTEL-RESTAURANT MANAGEMENT

## EXPERIENCE

**STEPPING STONE DROP-IN CENTER** CLAREMONT, NH SEPTEMBER 2010-PRESENT  
APRIL 2004-SEPTEMBER 2007

### *Program Director*

Maintain Stepping Stone and Next Step site; supervise Stepping Stone and Next Step, Crisis Respite, and Warmline staff; facilitate wellness and recovery-based groups and programs, and train staff to do same; provide peer support and resources for members; provide statistical information in accordance with NH Bureau of Behavioral Health contract; provide outreach education about peer support, mental health, and stigma to agencies across the Upper Valley and Connecticut River Valley; provide crisis respite education and facilitate completion of crisis respite plans for peer support members Statewide.

**ACORN** LEBANON, NH SEPTEMBER 2007-2010

### *Case Manager*

Provided client-centered services for persons diagnosed with HIV/AIDS; maintained an understanding of the HIV disease, including re-infection, issues related to co-infections, and basic medical management information; linked clients with community resources, including health care, psychosocial, and other services, using the Case Management Model of social work practice in accordance with the HRSA definition of Medical Case Management; provided counseling to clients to ensure readiness for and adherence to complex HIV/AIDS treatments; provided outreach prevention education for the general community; conducted client intakes, assessments, and referrals; fostered advocacy and community outreach efforts for those who are HIV+, their families, friends, and loved ones; provided crisis intervention and client education; maintained paper and computerized (CAREWARE) documentation in compliance with internal recordkeeping and external funding requirements (e.g., HOPWA, Ryan White).

**SERENITY POWER PLUS** PLAINFIELD, NH MARCH 2003-APRIL 2004

### *Product Delivery Driver*

Sorted, checked, loaded, and delivered packages according to established timetables; filed paperwork daily; facilitated company vehicle maintenance; purchased fuel for company vehicles using company credit card.

**FED EX GROUND** WILDER, VT MAY 2001-MARCH 2003

### *Independent Contractor*

Ensured packages were handles and delivered; filed paperwork daily; maintained bookkeeping records; facilitated company vehicle maintenance.

**BURGER KING CORPORATION** WEST LEBANON, NH AUGUST 1997-APRIL 2001

### *Restaurant Manager*

Hired, trained, and managed employees; prepared staff schedules; maintained inventory, budgets, deposits, and P&Ls; purchased consumables; organized advertising promotions for point of purchase; executed Corporate goals; maintained required level of expertise regarding food safety and management skills.

## VOLUNTEER ACTIVITIES

**DISABILITY RIGHTS CENTER** CONCORD, NH JULY 2014-PRESENT

*Member, Board of Directors, Co-Chairing the Nominating Committee*

**STEPPING STONE DROP-IN CENTER** CLAREMONT, NH NOVEMBER 2008-SEPTEMBER 2010

*President, Board of Directors*

**ACORN** LEBANON, NH MAY 2007-SEPTEMBER 2007

*Member, Board of Directors*

## REFERENCES

Furnished upon request



Subject: Peer Support Services (SS-2017-BBH-02-PEERS-06)

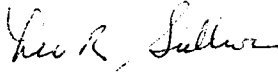
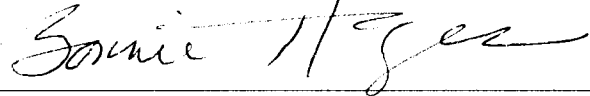

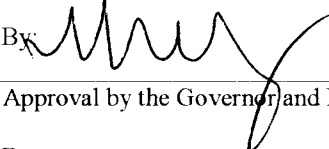
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Alternative Life Center		1.4 Contractor Address 6 Main Street, Conway, NH 03818	
1.5 Contractor Phone Number 603-447-1765	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$1,046,552
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  Leo R. Sullivan President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>CARROLL</u>  On <u>5/31/16</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] 		<b>BONNIE L. HAYES</b> Notary Public - New Hampshire My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  Katja S. Fix, Director	
Date: <u>6/6/16</u>			
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) (if applicable)  By:  Mega A. Copley Attorney On: <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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-e 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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

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



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



## Exhibit A

### 3. Scope of Services

#### 3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

- 3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
- 3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
- 3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:
  - a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
  - b. Fosters self-advocacy skills, autonomy, and independence;
  - c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
  - d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
  - e. Encourages informed decision-making about all aspects of people's lives;
  - f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
  - g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.
- 3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness
- 3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



## Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



## Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
    - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
  - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
    - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
  - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
  - 3.1.1.15. Invite guests to participate in peer support activities.
  - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
  - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500





## Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

### 3.3. Crisis Respite

- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
  - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
  - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
  - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
  - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
  - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
  - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
  - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
  - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
  - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
  - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.



## Exhibit A

3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.

3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

### 3.4. Warmline Services

3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:

3.4.1.1. Are primarily provided to any individual who lives or works in Region 1, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.

3.4.1.2. Are provided during the hours the peer support agency is closed.

3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.

3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.

3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.

3.4.1.6. Are provided by staff that are trained in providing crisis services.

3.4.1.7. May include outreach calls described in Section 3.2.1.5

## 4. Geographic Area and Physical Location of Services

4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 1, and other Regions specific to services identified in Section 3.3 and 3.4.

4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.

4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:

4.3.1. A Building in compliance with local health, building and fire safety codes,

4.3.2. A Building that is maintained in good repair and be free of hazard,

4.3.3. A building that includes:

4.3.3.1. At least one indoor bathroom which includes a sink and toilet,

4.3.3.2. At least one telephone for incoming and outgoing calls,

4.3.3.3. A functioning septic or other sewage disposal system, and

4.3.3.4. A source of potable water for drinking and food preparation as follows:

a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New



## Exhibit A

Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and

- b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
  - 6.1.3. Has at a minimum the following qualification:
    - 6.1.3.1. One year of supervisory or management experience, and
      - a. An associate's degree or higher administration, business management, education, health, or human services; or
      - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
  - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
    - 6.1.4.1. The performance expectations approved by the board
    - 6.1.4.2. The Department's policies and rules
    - 6.1.4.3. The Contract terms and conditions
    - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.



## Exhibit A

- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
  - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 6.8.3. The description of time frames necessary for obtaining staff replacements;
  - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

## 7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,



## Exhibit A

- 7.2.6. Harassment, discrimination, and diversity,
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
- 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
  - 7.3.1. Job Descriptions
  - 7.3.2. Staffing pattern
  - 7.3.3. Conditions of employment
  - 7.3.4. Grievance procedures
  - 7.3.5. Performance reviews
  - 7.3.6. Individual staff development plans
  - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
    - 7.3.7.1. Citizenship or authorization to work
    - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
    - 7.3.7.3. Criminal Records Check
    - 7.3.7.4. Previous employment
    - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
  - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
  - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
  - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
  - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;



## Exhibit A

- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
  - 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
  - 7.12.1. Staff Development;
  - 7.12.2. Supervision;



## Exhibit A

- 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

## 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than



## Exhibit A

20% of the board members shall be related by blood, marriage, or cohabitation to other board members.

d. Establish and maintain the bylaws

8.1.2.2. Bylaws that outline the:

- a. Responsibilities and powers of the Board of Directors,
- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
- c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
- d. A procedure by which inactive peer support agency members are removed from the peer support agency board.

- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
  - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
  - 8.7.3. Internal Control Procedures; and
  - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:





## Exhibit A

- 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
- 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

## 9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

## 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:



## Exhibit A

- 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
  - 10.1.1.1. consumer name,
  - 10.1.1.2. date of written grievance,
  - 10.1.1.3. nature/subject of the grievance.
- 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

## 11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

## 12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.



## Exhibit A

- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
  - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
  - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
    - 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
    - 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

## 13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
  - 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.1.2.1. Data
    - 13.1.2.2. Financial records



## Exhibit A

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- 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 13.2.1. Participate in quality improvement review as in Section 13.1
  - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.2.3. Review of personnel files for completeness; and
  - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
- 8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
  - 8.2. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:
- 9.1. Training and Development: \$1,000.
  - 9.2. Capital Reserve Fund: \$0
  - 9.3. Capital Expenditure: \$0
  - 9.4. Crisis Respite: \$87,561.
  - 9.5. Retirement: \$2,371.
10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 10.1. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.
- 11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
  - 11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

**Exhibit B-1**

**BUDGET FORM**

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

**Bidder Name:** The Alternative Life Center

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

**Budget Period:** 7/1/16 through 6/30/17

<b>Line Item Budget Reference Number</b>	<b>Line Item Budget Description</b>	<b>Total Amount</b>
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	311,706
602	Employee Benefit	29,181
603	Payroll taxes	23,845
	Subtotal	<b>364,732</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	7,500
625	Audit Fees	8,100
626	Legal Fees	30
627	Other Professional Fees and Consultants	0
	Subtotal	<b>15,630</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	57,888
642	Mortgage Payments	0
643	Heating Costs	0
644	Other Utilities	6,840
645	Maintenance and Repairs	1,160
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	<b>65,888</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	4,051
652	Building/Household	2,640
653	Rehabilitation/Training	0
655	Food	5,792
657	Other Consumable Supplies	0
	Subtotal	<b>12,483</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,560
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	300
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	11,773
730	POSTAGE/SHIPPING	1,900
	Subtotal	<b>15,532</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	0
742	Staff	12,329
743	Members and Participants	21,942
	Subtotal	<b>34,271</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	8,491
763	Comprehensive Property & Liability	5,015
800	OTHER EXPENDITURES	234
801	INTEREST EXPENSE	0
	Subtotal	<b>13,740</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>523,276</b>



**Exhibit B-2**

**BUDGET FORM**

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

**Bidder Name:** The Alternative Life Center

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

**Budget Period:** 7/1/17 through 6/30/18

<b>Line Item Budget Reference Number</b>	<b>Line Item Budget Description</b>	<b>Total Amount</b>
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	311,706
602	Employee Benefit	29,181
603	Payroll taxes	23,845
	Subtotal	<b>364,732</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	7,500
625	Audit Fees	8,100
626	Legal Fees	30
627	Other Professional Fees and Consultants	0
	Subtotal	<b>15,630</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	57,888
642	Mortgage Payments	0
643	Heating Costs	0
644	Other Utilities	6,840
645	Maintenance and Repairs	1,160
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	<b>65,888</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	4,051
652	Building/Household	2,640
653	Rehabilitation/Training	0
655	Food	5,792
657	Other Consumable Supplies	0
	Subtotal	<b>12,483</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	
670	EQUIPMENT RENTAL	1,560
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	300
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	11,773
730	POSTAGE/SHIPPING	1,900
	Subtotal	<b>15,532</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	0
742	Staff	12,329
743	Members and Participants	21,942
	Subtotal	<b>34,271</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	8,491
763	Comprehensive Property & Liability	5,015
800	OTHER EXPENDITURES	234
801	INTEREST EXPENSE	0
	Subtotal	<b>13,740</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>523,276</b>



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**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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





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

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

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

Contractor Name:

5-31-16  
Date

Leo R Sullivan  
Name: President  
Title:

Conway Peer Support Center, 6 Main St. P.O. Box 241 Conway NH 03818  
Serenity Steps 567 Main St. Berlin NH 03570  
The Haven 27 Lombard St. Colebrook NH 03576  
Littleton Peer Support Center 267 Main St. Littleton NH 03561  
Conway Crisis Respite 6 Main St. P.O. Box 241 Conway NH 03818



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5-31-16  
Date

Leo R. Sullivan  
Name: PROSIDENT  
Title:



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name:

*Lee R Sullivan*

*5-31-16*

Date

Name:

Title:

*President*



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

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

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

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

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

Exhibit G

Contractor Initials LRB

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

*Leo R. Sullivan*

5-31-16  
Date

Name:  
Title: *PRESIDENT*

Exhibit G

Contractor Initials *LRS*

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



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name:

*Lee R Sullivan*

5-31-16

Date

Name:

Title: *President*



Exhibit I

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

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

**(1) Definitions.**

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





Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

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

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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Katya S Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

6/6/16  
Date

The Alternative Life Center  
Name of the Contractor

Leo R Sullivan  
Signature of Authorized Representative

LEO R SULLIVAN  
Name of Authorized Representative

Leo R Sullivan President  
Title of Authorized Representative

5-31-16  
Date



**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:

*Leo R Sullivan*

*5-31-16*

Date

Name:

Title: *President*



**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: 11 5664687
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

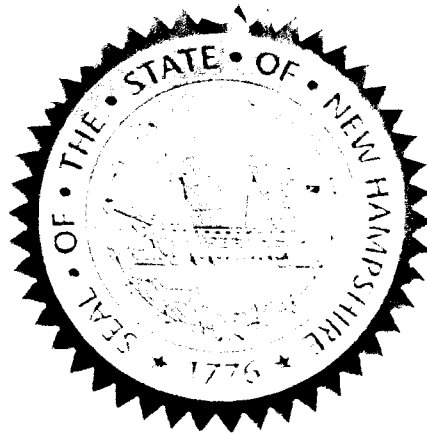
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Alternative Life Center is a New Hampshire nonprofit corporation formed January 15, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6<sup>th</sup> day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF VOTE

I, ELAINE SOUTH, do hereby certify that:

1. I am a duly elected Officer of ALTERNATIVE LIFE CENTER.

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 5/31/16:

**RESOLVED:** That the PRESIDENT

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 31 day of MAY, 2016.

4. LEO SULLIVAN is the duly elected PRESIDENT

of the Agency.

Elaine South

STATE OF New Hampshire

County of Carroll

The forgoing instrument was acknowledged before me this 31 day of may, 2016.

By ELAINE SOUTH.

Tiffany Currotto

Commission Expires: \_\_\_\_\_  
TIFFANIE A. CURROTTO, Notary Public  
My Commission Expires March 26, 2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally	
	PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: fairley@esinsurance.com	
INSURED Alternative Life Center P O Box 241 Conway NH 03818	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Co	
	INSURER B: FirstComp	27626
	INSURER C: Mount Vernon Fire Ins Co	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 2015-16 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (IND) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10/25/2015	10/25/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Abuse and Molestation \$ 50,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			10/25/2015	10/25/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI split limit \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10/20/2015	10/20/2016	PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Employee Dishonesty			10/25/2015	10/25/2016	limit \$37,500
C	Directors & Officers			10/25/2015	10/25/2016	each policy limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

locations:  
6 Main Street, Conway, NH  
Lehner Street, Wolfeboro, NH  
27 Lombard Street, Colebrook, NH  
567 Main Street, Berlin, NH  
267 Main Street, Littleton, NH

CERTIFICATE HOLDER CANCELLATION

NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## **The Alternative Life Center Mission Statement**

**The Mission of The Alternative Life Center is to provide a sanctuary where people, eighteen years and older, learn to create a personal vision leading to their own recovery. This journey toward recovery occurs in a compassionate atmosphere through education, peer support, sharing of common experiences, and utilizing individual, as well as, community resources.**

**THE ALTERNATIVE LIFE CENTER**

**FOR THE YEAR ENDED JUNE 30, 2015  
AND  
INDEPENDENT AUDITORS' REPORT**

**THE ALTERNATIVE LIFE CENTER**

**FINANCIAL STATEMENTS**

**JUNE 30, 2015**

**TABLE OF CONTENTS**

	<b><u>Page</u></b>
Independent Auditors' Report	1-2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Statement of Functional Expenses	6
Notes to Financial Statements	7-10
Supplemental Schedule:	
Schedule of Bureau of Behavioral Health (BBH) Refundable Advance and BBH Temporarily Restricted Funds	11

To the Board of Directors of  
The Alternative Life Center  
Conway, New Hampshire

## **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying statement of financial position of The Alternative Life Center (a nonprofit corporation) as of June 30, 2015, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Alternative Life Center as of June 30, 2015, and the changes in its net assets, its cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### **Other Matter**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Bureau of Behavioral Health (BBH) Refundable Advance and BBH Temporarily Restricted Funds on page 11 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### **Report on Summarized Comparative Information**

We have previously audited the The Alternative Life Center's 2014 financial statements, and our report dated September 17, 2014, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, McDaniel & Roberts  
Professional Association*

September 30, 2015  
North Conway, New Hampshire

**THE ALTERNATIVE LIFE CENTER**

**STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2015 WITH COMPARATIVE TOTALS FOR JUNE 30, 2014**

	<b><u>ASSETS</u></b>			
	<b><u>Unrestricted</u></b>	<b><u>Temporarily Restricted</u></b>	<b><u>Total 2015</u></b>	<b><u>Total 2014</u></b>
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 605	\$ 176,476	\$ 177,081	\$ 143,204
Accounts receivable	320		320	14
Prepaid expenses	8,187		8,187	7,253
	<hr/>	<hr/>	<hr/>	<hr/>
Total current assets	9,112	176,476	185,588	150,471
<b>PROPERTY</b>				
Vehicles	89,020		89,020	70,183
Equipment	32,410		32,410	29,129
	<hr/>	<hr/>	<hr/>	<hr/>
Total	121,430		121,430	99,312
Less: accumulated depreciation	(75,852)		(75,852)	(99,312)
	<hr/>	<hr/>	<hr/>	<hr/>
Property, net	45,578		45,578	-
	<hr/>	<hr/>	<hr/>	<hr/>
Total assets	<u>\$ 54,690</u>	<u>\$ 176,476</u>	<u>\$ 231,166</u>	<u>\$ 150,471</u>

**LIABILITIES AND NET ASSETS**

<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 4,717		\$ 4,717	\$ 6,482
Accrued payroll and related taxes	11,925		11,925	9,248
Refundable advances		\$ 176,476	176,476	128,772
	<hr/>	<hr/>	<hr/>	<hr/>
Total current liabilities	16,642	176,476	193,118	144,502
<b>NET ASSETS</b>				
Unrestricted	38,048		38,048	5,969
	<hr/>	<hr/>	<hr/>	<hr/>
Total net assets	38,048		38,048	5,969
	<hr/>	<hr/>	<hr/>	<hr/>
Total liabilities and net assets	<u>\$ 54,690</u>	<u>\$ 176,476</u>	<u>\$ 231,166</u>	<u>\$ 150,471</u>

See Notes to Financial Statements



**THE ALTERNATIVE LIFE CENTER**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2015 WITH COMPARATIVE TOTALS FOR JUNE 30, 2014**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2015</u>	<u>Total 2014</u>
<b>SUPPORT AND REVENUE</b>				
Bureau of Behavioral Health support and revenue:				
Grants	\$ 454,809		\$ 454,809	\$ 389,871
Interest	161		161	160
	<hr/>	<hr/>	<hr/>	<hr/>
Total Bureau of Behavioral Health support and revenue	454,970		454,970	390,031
Other support and revenue:				
Fundraising activities	2,134		2,134	3,002
Interest	1		1	2
Other	3,420		3,420	3,970
	<hr/>	<hr/>	<hr/>	<hr/>
Other support and revenue	5,555		5,555	6,974
	<hr/>	<hr/>	<hr/>	<hr/>
Total support and revenue	460,525		460,525	397,005
<b>EXPENSES</b>				
Program services	361,875		361,875	339,455
Management and general	66,571		66,571	71,489
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	428,446		428,446	410,944
	<hr/>	<hr/>	<hr/>	<hr/>
<b>CHANGE IN NET ASSETS</b>	32,079		32,079	(13,939)
	<hr/>	<hr/>	<hr/>	<hr/>
<b>NET ASSETS AT BEGINNING OF YEAR</b>	5,969	\$ -	5,969	19,908
	<hr/>	<hr/>	<hr/>	<hr/>
<b>NET ASSETS AT END OF YEAR</b>	<u>\$ 38,048</u>	<u>\$ -</u>	<u>\$ 38,048</u>	<u>\$ 5,969</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2015 WITH COMPARATIVE TOTALS FOR JUNE 30, 2014**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total 2015</u>	<u>Total 2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>				
Change in net assets	\$ 32,079	\$ -	\$ 32,079	\$ (13,939)
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:				
Depreciation	3,695		3,695	1,479
Loss on disposal of property	-		-	2,667
Decrease (increase) in assets:				
Accounts receivable	(306)		(306)	4
Prepaid expenses	(934)		(934)	2,602
(Decrease) increase in liabilities:				
Accounts payable	(1,765)		(1,765)	(508)
Accrued payroll and related taxes	2,677		2,677	177
Refundable advances		47,704	47,704	20,295
	<u>35,446</u>	<u>47,704</u>	<u>83,150</u>	<u>12,777</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>				
	<u>35,446</u>	<u>47,704</u>	<u>83,150</u>	<u>12,777</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>				
Purchase of property	(49,273)		(49,273)	
	<u>(49,273)</u>		<u>(49,273)</u>	
<b>NET CASH USED IN INVESTING ACTIVITIES</b>				
	<u>(49,273)</u>		<u>(49,273)</u>	
<b>NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS</b>	(13,827)	47,704	33,877	12,777
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>14,432</u>	<u>128,772</u>	<u>143,204</u>	<u>130,427</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 605</u>	<u>\$ 176,476</u>	<u>\$ 177,081</u>	<u>\$ 143,204</u>

See Notes to Financial Statements

**THE ALTERNATIVE LIFE CENTER**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2015 WITH COMPARATIVE TOTALS FOR JUNE 30, 2014**

	<u>Program Services</u>	<u>Management and General</u>	<u>2015 Total</u>	<u>2014 Total</u>
<b>BUREAU OF BEHAVIORAL HEALTH</b>				
Salaries and wages	\$ 190,178	\$ 40,374	\$ 230,552	\$ 213,947
Employee benefits	14,765	7,213	21,978	27,385
Payroll taxes	16,165	3,104	19,269	17,984
Rent	47,461	1,607	49,068	48,639
Education and in service training	25,752		25,752	19,217
Professional fees	7,305	6,595	13,900	13,964
Telephone and internet	9,393	1,509	10,902	10,082
Insurance	9,173	1,346	10,519	10,835
Vehicle - client services	10,464		10,464	10,879
Travel - staff transportation	7,770		7,770	8,969
Office	2,974	2,975	5,949	7,122
Consumable supplies	4,674		4,674	4,250
Utilities	4,498		4,498	4,393
Depreciation	1,847	1,848	3,695	1,479
Building and household supplies	3,478		3,478	2,275
Repairs and maintenance	2,687		2,687	3,382
Postage	1,492		1,492	1,521
Loss on disposal of property				2,667
Other	299		299	11
	<hr/>	<hr/>	<hr/>	<hr/>
Total Bureau of Behavioral Health expenses	360,375	66,571	426,946	409,001
<b>OTHER</b>				
Client expenses	1,500		1,500	1,943
	<hr/>	<hr/>	<hr/>	<hr/>
Total functional expenses	<u>\$ 361,875</u>	<u>\$ 66,571</u>	<u>\$ 428,446</u>	<u>\$ 410,944</u>

**THE ALTERNATIVE LIFE CENTER**  
**NOTES TO FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED JUNE 30, 2015**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

The Alternative Life Center (the Center) is a New Hampshire nonprofit corporation providing five sanctuaries where people coping with or recovering from symptoms of mental illness or emotional disorders learn to create a personal vision leading to their own recovery in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources in Conway, Berlin, Colebrook, Littleton and Wolfeboro, New Hampshire and surrounding communities.

**Basis of Accounting**

The financial statements of the Center have been prepared on the accrual basis of accounting.

**Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

**Basis of Presentation**

The financial statement presentation follows the recommendations of ASC 958, Financial Statements of Not-for-Profit Organizations. Under ASC 958, the Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. For the year ended June 30, 2015, the Center had only unrestricted net assets.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2014, from which the summarized information was derived.

### **Cash and Cash Equivalents**

The Center classifies certificates of deposit as cash equivalents.

### **Reclassifications**

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

### **Advertising**

The Center expenses advertising costs as incurred.

### **Property and Depreciation**

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Vehicles	5 years
Equipment	5 - 7 years

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized.

### **Income Taxes**

The Center is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Center to be other than a private foundation.

The Center follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires the Center to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2015, the Center determined it had no tax positions that did not meet the "more likely than not" standard of being sustained by tax authorities.

The Center's open audit periods are 2011 through 2014. The Center does not expect any tax positions to change significantly within the next twelve months.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

### **Donations**

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Center's program services. The Board of Directors serves in a volunteer capacity.

### **Subsequent Events**

Subsequent events have been evaluated through September 30, 2015, which is the date that the financial statements were available to be issued.

#### **NOTE 2    REFUNDABLE ADVANCES**

The Center records grant revenue as a refundable advance until it is expended for the purpose of the grant, at which time it is recognized as revenue. The balance in refundable advances at June 30, 2015, represents amounts received from the New Hampshire Department of Health and Human Services that will be expended in the next fiscal year in accordance with the grant agreement.

#### **NOTE 3    FUNDRAISING REVENUE**

The Center recorded fundraising activities revenue for proceeds from yard-sale type fundraising events during the year ended June 30, 2015. The Center conducts these activities to raise funds for specific client activities or non-budgeted Center expenses. These funds are kept in separate accounts by the Center, and related expenses are recorded as either fundraising or client expenses. The net income from these activities is not related to the refundable advance received from the New Hampshire Department of Health and Human Services.

#### **NOTE 4    LEASE AGREEMENTS**

The Center leases its facilities under the terms of operating leases that expired June 30, 2015. New one year leases were signed for the year ended June 30, 2016. Lease payments totaled \$49,068 for the year ended June 30, 2015. Future minimum lease payments for the year ended June 30, 2016 are \$49,068.

#### **NOTE 5    CONCENTRATION OF RISK**

For the year ended June 30, 2015, 99% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services. The future existence of the Center is dependent upon the funding policies and continued support of this source.

**NOTE 6**      **CONTINGENCIES**

**Grant Compliance**

The Center receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Center is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenses were found not to have been made in compliance with the laws and regulations, the Center might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2015.

**NOTE 7**      **RETIREMENT PLAN**

The Center maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. The Center contributes up to 3% of the base compensation of eligible participants to the plan. Contributions to the plan for the year ended June 30, 2015 totaled \$2,166.

**THE ALTERNATIVE LIFE CENTER**

**SCHEDULE OF BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE  
AND BBH TEMPORARILY RESTRICTED FUNDS  
FOR THE YEAR ENDED JUNE 30, 2015**

**Reconciliation of BBH Refundable Advance**

Total FY 2015 BBH funds received	\$ 502,514
Recognition of funds released by BBH	<u>17,553</u>
Total funds received	520,067
BBH expenses (taken from audit report)	(426,946)
Purchase of fixed assets using BBH funds	(49,273)
Interest on BBH funds held	161
Depreciation expense	<u>3,695</u>
Change in refundable advance for the year ended June 30, 2015	47,704
Refundable advance balance at June 30, 2014	<u>128,772</u>
Refundable advance balance at June 30, 2015	<u>\$ 176,476</u>

**Reconciliation of BBH Temporarily Restricted Fund Balance**

Recognition of funds released by BBH	\$ -
BBH temporarily restricted fund balance at June 30, 2014	<u>-</u>
BBH temporarily restricted fund balance at June 30, 2015	<u>\$ -</u>



**The Alternative Life Center  
Board of Directors  
(Rev. 04-2016)**

**PRESIDENT  
Bonnie Hayes**

E-Mail:  
Joined on: 05/2005  
Term#: 4  
Term Length: 3 years  
Expiration: 5/2017

**VICE-PRESIDENT  
Robert Randall**

E-mail: N/A  
Joined on: 6/2011  
Term #: 2  
Term length: 3 years  
Expiration: 6/2017

**SECRETARY  
Elaine South**

E-mail:  
Joined on: 11/2003  
Term #: 5  
Term length: 3 years  
Expiration: 11/2018

**TREASURER  
Beatrice Richards**

E-mail:  
E-mail work:  
Joined on: 5/2007  
Term #: 4  
Term length: 3  
Expiration: 9/2019

**Maddie Costello**

E-mail:  
Joined on: 1/2010  
Term #: 4  
Term length: 3 years  
Expiration: 9/2019

**Judith English**

E-mail:  
Joined on: 1/2010  
Term #: 3  
Term length: 3 years  
Expiration: 1/2019

**Leo Sullivan**

E-mail:  
Joined on: 6/2006  
Term #: 4  
Term length: 3 years  
Expiration: 6/2018

**Edna Heath**

E-mail:  
Joined on: 5/2005  
Term #: 4  
Term length: 3 years  
Expiration: 5/2017

**Gardiner Perry**

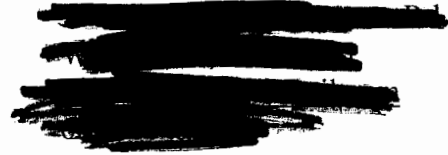
E-mail:  
Joined on: 5/2005  
Term #: 4  
Term length: 3 years  
Expiration: 5/2017

**EXECUTIVE DIRECTOR  
Laura Mekinova**

ter

E-mail:

# Laura Mekinova



## OBJECTIVE

To challenge myself and grow in my position and life.

## EDUCATION

2015	WRAP Facilitator
2014	Peer Specialist Certification
2013	Intentional Peer Support Trainer
2008	Certified in intentional Peer Support
1998	G.E.D

## WORK EXPERIENCE

May 2014- Present

**Intentional Peer Support Trainer**  
Responding for effectively training the Peer Support Agencies in intentional Peer Support, also maintaining their Co Reflections, Warm line trainings, Conflict Resolutions, and Crisis Respite training.

December 2006 – Present

**The Alternative Life Center**  
Started as floor staff and currently Executive Director. Duties include but not limited to, facilitating support/wellness groups, building community ties and contacts, promoting the wellness of the individuals we serve. Overseeing four sites, one outreach, a warm line, a respite and two peer specialist positions.

# Laura Mekinova



May 2006- December 2006

**Sunny Garden Restaurant**  
Waitressing

November 2005- April 2006

**HR Block**  
Bookkeeper and accounts payable

## **SKILLS**

Computer literate, effective communication skills, and a team player. Proficient writing skills.

---

## **REFERENCES**

Available upon request.

# Joanne Hill

## *Objective:*

Obtain a position where I can utilize my acquired skills and advance my experiences in serving the public.

## *Work History & Responsibilities:*

**Assistant Director for Region 1 ALC** 2015 - present  
**Peer Support Specialist for Littleton Northern Human Services** 2015 - present

### **Team Leader**

The Alternative Life Center, the Haven in Colebrook NH; 2007-present  
Oversee staff and members  
Help members become more secure with themselves and the community  
Assist members with WRAP Programs and IPS  
Represent the Haven at the Resource Committee

### **Waitress & Bartender**

Colebrook Country Club & Cedar Lounge in Colebrook NH; 1998-2006  
Assist with service planning, functions, and finances.  
Deescalated potentially dangerous situations.

### **Patient Advocate**

UCVMHS and Vershire Center in Colebrook NH; 1994-1998  
Oversee individuals' finances, housing and medications  
Documentation for state data and monthly progress reports  
Social communications and ADL skills

### **Behavior Specialist Assistant**

Leominster Day Habilitation Center in Leominster MA; 1992-1993  
Taught and supervised staff as to the implementation of behavioral programs within center and independent group homes  
Documented information for evaluation, reassessments and Senior Case Manager  
Organized and managed human rights committee meetings for district  
Appointed representative for semi-annual and annual meetings for district

### **Vocational Instructor**

Leominster Day Habilitation Center in Leominster MA; 1987-1992  
Taught vocational, social, communicative and daily living skills  
Implemented behavior programs as assigned  
Documented data and monthly progress reports

## *Education & Certifications:*

Bachelor of Science: Human Services 2008  
Associate of Arts: Arts 1983

Wellness Recovery Action Plan (WRAP) certified  
Intentional Peer Support Specialist (IPS) certified

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services Bureau of Elderly & Adult Services

Agency Name: \_\_\_\_\_

Name of Program/Service: \_\_\_\_\_

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Laura Mekinova, Executive Director	\$44,990	100.00%	\$44,990.00
Joanne Hill, Assistant Director	\$23,660	100.00%	\$23,660.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$68,650.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-08)

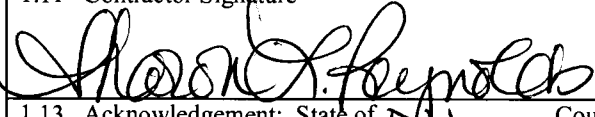
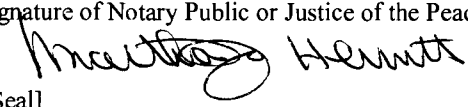
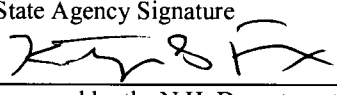
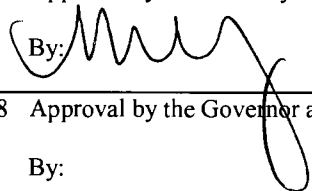
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-City Consumers' Action Co-operative		1.4 Contractor Address 55 Summer Street Rochester, NH 03867	
1.5 Contractor Phone Number 603-948-1043	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$369,214.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sharon Reynolds, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>May 30, 2016</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]		MARTHA HEWITT NOTARY PUBLIC State of New Hampshire My Commission Expires March 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Martha B Hewitt, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katya S Fox, Director	
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) (if applicable) By:  Megan A. V. Goble - Attorney On: <u>4/12/14</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials SLR  
Date 5/30/16



## Exhibit A

### Scope of Services

#### 1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
  - 1.3.1. Increase quality of life for persons living with mental illness in NH.
  - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
  - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
  - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
  - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
  - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



## Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



## Exhibit A

### 3. Scope of Services

#### 3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



## Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
  - a. Rights Protection,
  - b. Peer Advocacy,
  - c. Recovery,
  - d. Employment
  - e. Wellness Management, and
  - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
  - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
  - b. Referrals to community mental health centers employment programs,
  - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



## Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
  - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
  - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
  - 3.2.1. Use a Contractor owned or leased vehicle.
  - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
    - 3.2.2.1. Peer Support Services
    - 3.2.2.2. Wellness and Recovery Activities
    - 3.2.2.3. Annual Conferences
    - 3.2.2.4. Regional Meetings
    - 3.2.2.5. Council Meetings
  - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



## Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

### 4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 9.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - 4.3.1. A Building in compliance with local health, building and fire safety codes,
  - 4.3.2. A Building that is maintained in good repair and be free of hazard,
  - 4.3.3. A building that includes:
    - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
    - 4.3.3.2. At least one telephone for incoming and outgoing calls,
    - 4.3.3.3. A functioning septic or other sewage disposal system, and
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### 5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.



## Exhibit A

- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

### 6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
  - 6.1.1. Is appointed by the board of directors (as in Section 8);
  - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
  - 6.1.3. Has at a minimum the following qualification:
    - 6.1.3.1. One year of supervisory or management experience, and
      - a. An associate's degree or higher administration, business management, education, health, or human services; or
      - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
  - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
    - 6.1.4.1. The performance expectations approved by the board
    - 6.1.4.2. The Department's policies and rules
    - 6.1.4.3. The Contract terms and conditions
    - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.





## Exhibit A

- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
  - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 6.8.3. The description of time frames necessary for obtaining staff replacements;
  - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

## 7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
  - 7.2.1. The statewide peer support system,
  - 7.2.2. All Department policies and rules applicable to the peer support,
  - 7.2.3. Protection of member and participant rights.
  - 7.2.4. Contractor policies and procedures
  - 7.2.5. PSA grievance procedures,
  - 7.2.6. Harassment, discrimination, and diversity,
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
  - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
  - 7.3.1. Job Descriptions



## Exhibit A

- 7.3.2. Staffing pattern
- 7.3.3. Conditions of employment
- 7.3.4. Grievance procedures
- 7.3.5. Performance reviews
- 7.3.6. Individual staff development plans
- 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
  - 7.3.7.1. Citizenship or authorization to work
  - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
  - 7.3.7.3. Criminal Records Check
  - 7.3.7.4. Previous employment
  - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
  - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
  - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
  - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
  - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
  - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
  - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
  - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and



## Exhibit A

- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
  - 7.9.1. Peer Support;
  - 7.9.2. Warmline;
  - 7.9.3. Facilitating Peer Support Groups;
  - 7.9.4. Sexual Harassment; and
  - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
  - 7.12.1. Staff Development;
  - 7.12.2. Supervision;
  - 7.12.3. Performance Appraisals;
  - 7.12.4. Employment Practices
  - 7.12.5. Harassment;
  - 7.12.6. Program Development;
  - 7.12.7. Complaints and the Complaint Process; and
  - 7.12.8. Financial Management.



## Exhibit A

- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

## 8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
  - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
  - 8.1.2. Having a plan for governance that requires:
    - 8.1.2.1. A Board of Directors who:
      - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
      - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
      - d. Establish and maintain the bylaws
    - 8.1.2.2. Bylaws that outline the:
      - a. Responsibilities and powers of the Board of Directors,



## Exhibit A

- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
  - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
  - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
  - 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
  - 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
  - 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
  - 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
  - 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
    - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
    - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
    - 8.7.3. Internal Control Procedures; and
    - 8.7.4. Expense Reimbursement and Advance Policy.
  - 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
  - 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
  - 8.10. The Contractor's Board of Directors shall:
    - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
    - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.



## Exhibit A

- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
  - 8.11.1. Human Resources
  - 8.11.2. Staff Development
  - 8.11.3. Financial Responsibilities
  - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

## 9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

## 10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
  - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
    - 10.1.1.1. consumer name,
    - 10.1.1.2. date of written grievance,
    - 10.1.1.3. nature/subject of the grievance.
  - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint



## Exhibit A

- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

## 11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

## 12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.



## Exhibit A

- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
- 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
  - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
    - 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
    - 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

## 13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
- 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.1.2.1. Data
    - 13.1.2.2. Financial records
    - 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
- 13.2.1. Participate in quality improvement review as in Section 13.1





## Exhibit A

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- 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
- 13.2.3. Review of personnel files for completeness; and
- 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
  - 2.1. New Hampshire General Funds;
  - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
  - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
  - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
  - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
  - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
  - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
- 8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
  - 8.2. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below ), only upon prior approval of the Department, and up to the amounts listed below as follows:
- 9.1. Training and Development: \$1,000.
  - 9.2. Capital Reserve Fund: \$0.
  - 9.3. Capital Expenditure: \$0.
  - 9.4. Crisis Respite: \$0.
  - 9.5. Retirement: \$1,770.
10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 10.1. The invoice must be submitted to:  
Financial Manager  
Bureau of Behavioral Health  
Department of Health and Human Services  
105 Pleasant Street, Main Building  
Concord, NH 03301
11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.
- 11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
  - 11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
  - 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
  - 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
  - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
  - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

**Exhibit B-1**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

**Bidder Name:** Tri-City Consumers' Action Co-operative

**Budget Request for:** Peer Support Services  
(Name of RFP)

**Budget Period:** 7/1/16 through 6/30/17

<b>Line Item Budget Reference Number</b>	<b>Line Item Budget Description</b>	<b>Total Amount</b>
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	99,871
602	Employee Benefit	19,576
603	Payroll taxes	7,640
	Subtotal	<b>127,088</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	
625	Audit Fees	4,600
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>4,600</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	0
642	Mortgage Payments	24,504
643	Heating Costs	0
644	Other Utilities	3,102
645	Maintenance and Repairs	600
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	<b>28,206</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	800
652	Building/Household	1,591
653	Rehabilitation/Training	
655	Food	300
657	Other Consumable Supplies	535
	Subtotal	<b>3,226</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	
670	EQUIPMENT RENTAL	2,400
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	
710	PRINTING	
720	TELEPHONE/COMMUNICATIONS	3,200
730	POSTAGE/SHIPPING	600
	Subtotal	<b>6,200</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	1,000
743	Members and Participants	6,100
	Subtotal	<b>7,100</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	1,858
763	Comprehensive Property & Liability	4,830
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	
	Subtotal	<b>7,188</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>184,607</b>

**Exhibit B-2**

**BUDGET FORM**

**New Hampshire Department of Health and Human Services  
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Tri-City Coop

Budget Request for: Peer Support Services  
(Name of RFP)

Budget Period: 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
<b>600</b>	<b>PERSONNEL COSTS</b>	
601	Salary & Wages	99,871
602	Employee Benefit	19,576
603	Payroll taxes	7,640
	Subtotal	<b>127,088</b>
<b>620</b>	<b>PROFESSIONAL FEES</b>	
624	Accounting	
625	Audit Fees	4,600
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	<b>4,600</b>
<b>630</b>	<b>STAFF DEVELOPMENT AND TRAINING</b>	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	<b>1,000</b>
<b>640</b>	<b>OCCUPANCY COSTS</b>	
641	Rent	0
642	Mortgage Payments	24,504
643	Heating Costs	0
644	Other Utilities	3,102
645	Maintenance and Repairs	600
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	<b>28,206</b>
<b>650</b>	<b>CONSUMABLE SUPPLIES</b>	
651	Office	800
652	Building/Household	1,591
653	Rehabilitation/Training	
655	Food	300
657	Other Consumable Supplies	535
	Subtotal	<b>3,226</b>
	<b>Other Expenses</b>	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	
670	EQUIPMENT RENTAL	2,400
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	
710	PRINTING	
720	TELEPHONE/COMMUNICATIONS	3,200
730	POSTAGE/SHIPPING	600
	Subtotal	<b>6,200</b>
<b>740</b>	<b>TRANSPORTATION</b>	
741	Board Members	
742	Staff	1,000
743	Members and Participants	6,100
	Subtotal	<b>7,100</b>
<b>750</b>	<b>Assistance to Individuals</b>	
751	Client Services	
752	Clothing	
	Subtotal	<b>0</b>
<b>760</b>	<b>INSURANCE</b>	
762	Vehicles	1,858
763	Comprehensive Property & Liability	4,830
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	
	Subtotal	<b>7,188</b>
	<b>TOTAL PROGRAM EXPENSES</b>	<b>184,607</b>



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**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.





Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- 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.

Tri-City Consumers'  
Action Co-Operative

Contractor Name:

Sharon Reynolds  
Sharon Reynolds

Name:

Title: President

5/30/16  
Date



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5/30/16  
Date

Contractor Name: Tri-City Consumers' Action Co-operative  
Sharon Reynolds  
Name: Sharon Reynolds  
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/30/16  
Date

Contractor Name: Tri-City Consumers' Action Co-Operative  
Sharon Reynolds  
Sharon A. Reynolds  
Name: \_\_\_\_\_  
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

*SLR*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/30/16  
Date

Contractor Name: Tri-City Consumers' Action Co-Operative  
Sharon G. Reynolds  
Name: Sharon Reynolds  
Title: President

Exhibit G

Contractor Initials SR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

5/30/16  
Date

Contractor Name: Tri-City Consumers' Action Co-operative  
Sharon Reynolds  
Name: Sharon Reynolds  
Title: President



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

*SR*

3/30/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services  
The State

Jan & Fox  
Signature of Authorized Representative

Katya S Fox  
Name of Authorized Representative

Director  
Title of Authorized Representative

4/6/16  
Date

Tri-city consumers' Action Co-operative  
Name of the Contractor

Sharon Reynolds  
Signature of Authorized Representative

Sharon Reynolds  
Name of Authorized Representative

President  
Title of Authorized Representative

5/30/16  
Date



**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.

5/30/16  
Date

Contractor Name: Tri-City Consumers' Action Co-operative  
Sharon Reynolds  
Name: Sharon Reynolds  
Title: President



**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: 967327425
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

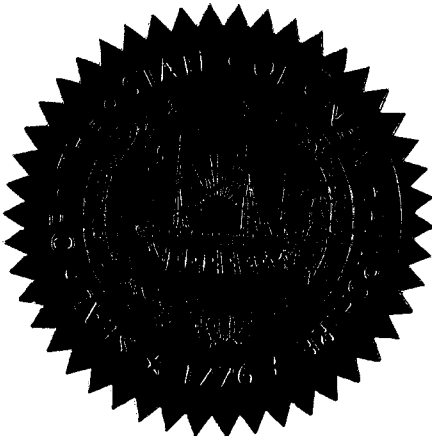
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-CITY CONSUMERS' ACTION CO-OPERATIVE is a New Hampshire Consumer Cooperative Association formed under RSA 301-A on December 30, 1994. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12<sup>th</sup> day of April, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Elaine Weatherbee \_\_\_\_\_, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-City Consumers' Action Cooperative  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on March 30, 2016:  
(Date)

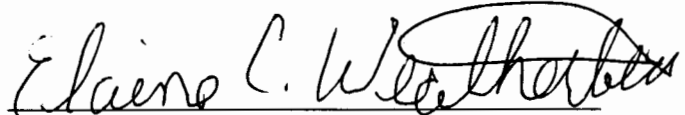
**RESOLVED:** That the President of the Board of Directors \_\_\_\_\_  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 30<sup>th</sup> day of May, 2016 \_\_\_\_\_  
(Date Contract Signed)

4. Sharon Reynolds \_\_\_\_\_ is the duly elected President of the Board \_\_\_\_\_  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

  
(Signature of the Elected Officer)

STATE OF New Hampshire \_\_\_\_\_

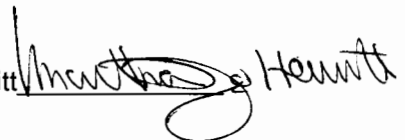
County of Strafford \_\_\_\_\_

The forgoing instrument was acknowledged before me this 30th day of May, 2016,

By Elaine Weatherbee \_\_\_\_\_  
(Name of Elected Officer of the Agency)

**MARTHA HEWITT**  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
March 6, 2018

Martha Jo Hewitt  
(Notary Public)



Commission Expires: March 6, 2018

Client#: 36350

TRICO3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: People's United Ins. Agency NH, 501 Islington Street, 3rd Fl., Portsmouth, NH 03801. CONTACT NAME: Anna Gallant, PHONE: 603 427-7534, FAX: (A/C, No):, E-MAIL ADDRESS: Anna.Gallant@peoples.com. INSURER(S) AFFORDING COVERAGE: INSURER A: American States Insurance Compa (NAIC # 19704), INSURER B: ACE American Insurance Company (22667), INSURER C: General Insurance Company of Am (24732), INSURER D: National Casualty Company (11991), INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (LIMITS: \$1,000,000), A AUTOMOBILE LIABILITY (LIMITS: \$1,000,000), B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (LIMITS: \$500,000), C Professional Liab (LIMITS: 1,000,000/3,000,000), D D&O (LIMITS: 1,000,000), A Employee Dishones (LIMITS: 50,000).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Board of directors are excluded from Workers Compensation Coverage

CERTIFICATE HOLDER: NH DHHS, 129 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Anna Gallant

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TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
Years Ended June 30, 2015 and 2014



## TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS .....	1
FINANCIAL STATEMENTS	
Statements of Financial Position .....	2
Statements of Activities and Changes in Net Assets, June 30, 2015 .....	3
Statements of Activities and Changes in Net Assets, June 30, 2014 .....	4
Statements of Cash Flows.....	5
Notes to Financial Statements .....	6-10
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION.....	
Statement of Activities by State Approved BBH Funds, June 30, 2015 ...	11
	12

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors  
Tri-City Consumers' Action Co-Operative  
Rochester, New Hampshire

We have audited the accompanying financial statements Tri-City Consumers' Action Co-operative (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2015 and 2014 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-City Consumers' Action Co-Operative as of June 30, 2015 and 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.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
October 20, 2015

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
STATEMENT OF FINANCIAL POSITION  
JUNE 30, 2015 AND 2014**

<b>ASSETS</b>	<u>2015</u>	<u>2014</u>
<b>CURRENT ASSETS</b>		
Cash, non-BBH refundable	\$ 39,568	\$ 39,651
Cash, BBH refundable	18,999	11,173
Cash, temporarily restricted	-	760
Accounts receivable	6,966	-
Deposits	6,650	1,650
Prepaid expenses	10,009	9,568
Total Current Assets	<u>82,192</u>	<u>62,802</u>
<b>PROPERTY AND EQUIPMENT, at cost</b>		
Vehicles	42,500	19,830
Furniture and fixtures	15,688	15,688
Total property & equipment	<u>58,188</u>	<u>35,518</u>
Less accumulated depreciation	33,007	30,151
	<u>25,181</u>	<u>5,367</u>
 Total Assets	 <u>107,373</u>	 <u>68,169</u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	14,324	5,247
Accrued expenses	10,361	10,092
Refundable BBH advance	18,999	11,173
Total Current Liabilities	<u>43,684</u>	<u>26,512</u>
<b>NET ASSETS</b>		
Unrestricted	63,689	40,897
Temporarily restricted	-	760
	<u>63,689</u>	<u>41,657</u>
 Total Liabilities and Net Assets	 <u>\$ 107,373</u>	 <u>\$ 68,169</u>

See Independent Auditors' Report and Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEAR ENDED JUNE 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income	\$ 218,722	\$ -	\$ 218,722
Donations	2,824	-	2,824
Interest income	2	-	2
Total support and revenue	<u>221,548</u>	<u>-</u>	<u>221,548</u>
Net assets released from donor imposed restrictions	<u>760</u>	<u>(760)</u>	<u>-</u>
<b>PROGRAM EXPENSES</b>			
Wages	\$ 92,178	\$ -	\$ 92,178
Payroll taxes	9,206	-	9,206
Employee benefits	8,611	-	8,611
Retirement plan expense	1,335	-	1,335
Rent	23,340	-	23,340
Office supplies	6,709	-	6,709
Building supplies	1,735	-	1,735
Food and other consumable supplies	610	-	610
Telephone	2,118	-	2,118
Utilities	4,617	-	4,617
Insurance	6,507	-	6,507
Repairs and maintenance	1,266	-	1,266
Audit fees	5,545	-	5,545
Transportation and travel	8,139	-	8,139
Member training	19,809	-	19,809
Depreciation	2,855	-	2,855
Postage	831	-	831
Equipment rental	2,399	-	2,399
Journals and publications	717	-	717
Miscellaneous	989	-	989
Total program expenses	<u>199,516</u>	<u>-</u>	<u>199,516</u>
Increase (decrease) in net assets	22,792	(760)	22,032
Net assets, beginning of year	<u>40,897</u>	<u>760</u>	<u>41,657</u>
Net assets, end of year	<u>\$ 63,689</u>	<u>\$ -</u>	<u>\$ 63,689</u>

See Independent Auditors' Report and Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS**  
**YEAR ENDED JUNE 30, 2014**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income	\$ 162,461	\$ -	\$ 162,461
Donations	2,108	-	2,108
Donations, non-cash	88	-	88
Interest income	1	-	1
Total support and revenue	<u>164,658</u>	<u>-</u>	<u>164,658</u>
Net assets released from donor imposed restrictions	<u>4,240</u>	<u>(4,240)</u>	<u>-</u>
<b>PROGRAM EXPENSES</b>			
Wages	\$ 89,007	\$ -	\$ 89,007
Payroll taxes	9,868	-	9,868
Employee benefits	6,614	-	6,614
Retirement plan expense	1,770	-	1,770
Rent	22,230	-	22,230
Office supplies	1,693	-	1,693
Building supplies	1,407	-	1,407
Food and other consumable supplies	726	-	726
Telephone	1,645	-	1,645
Utilities	4,831	-	4,831
Insurance	6,344	-	6,344
Repairs and maintenance	630	-	630
Audit fees	4,336	-	4,336
Transportation and travel	6,825	-	6,825
Member training	4,809	-	4,809
Depreciation	617	-	617
Postage	591	-	591
Equipment rental	2,337	-	2,337
Miscellaneous	428	-	428
Total program expenses	<u>166,708</u>	<u>-</u>	<u>166,708</u>
Increase (decrease) in net assets	2,190	(4,240)	(2,050)
Net assets, beginning of year	<u>38,707</u>	<u>5,000</u>	<u>43,707</u>
Net assets, end of year	<u>\$ 40,897</u>	<u>\$ 760</u>	<u>\$ 41,657</u>

See Independent Auditors' Report and Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE  
STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Increase (decrease) in net assets, current year	\$ 22,032	\$ (2,050)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Change in restricted cash	760	4,240
Depreciation	2,855	617
(Increase) decrease in operating assets:		
Accounts receivable	(6,966)	-
Deposits	(5,000)	-
Prepaid expenses	(441)	(1,466)
Increase (decrease) in operating liabilities:		
Accounts payable	9,078	2,386
Accrued expenses	269	(531)
Refundable BBH advance	7,826	(9,835)
Net cash provided (used) by operating activities	<u>30,413</u>	<u>(6,639)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchases of fixed assets	<u>(22,670)</u>	<u>(4,240)</u>
Net increase (decrease) in unrestricted cash	7,743	(10,879)
Unrestricted Cash, Beginning of Year	<u>50,824</u>	<u>61,703</u>
Unrestricted Cash, End of Year	<u>\$ 58,567</u>	<u>\$ 50,824</u>
<b>SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION</b>		
Non-cash donations	<u>\$ -</u>	<u>\$ 88</u>

See Independent Auditors' Report and Notes to Financial Statements

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 1 NATURE OF ORGANIZATION**

Tri-City Consumers' Action Co-Operative (the Co-op) is a nonprofit organization incorporated under the laws of the State of New Hampshire on December 30, 1994. The Co-op's purpose is to provide a peer support center for its members. Members include persons with professional or self-diagnosed mental illness issues. The goals of the Co-op are to enhance a path to recovery, independence and personal wellness by reducing crises due to symptoms of mental wellness issues. The center's focus is on teaching members mental wellness management skills.

The Co-op provides daily workshops in wellness management, individual peer assistance, telephone support, transportation, monthly newsletter and educational events designed to help members increase their mental wellness.

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES**

The summary of significant accounting policies of the Co-op is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of the Co-op's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

**Basis of Accounting**

The financial records for the Co-op are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

**Financial Statement Presentation**

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

**Unrestricted net assets** are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. The Co-op had \$63,689 and \$40,897 in unrestricted net assets as of June 30, 2015 and 2014, respectively.

**Temporarily restricted net assets** are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Co-op. The Co-op had \$0 and \$760 in restricted net assets as of June 30, 2015 and 2014, respectively.

**Permanently restricted net assets** include those assets for which donor imposed restrictions stipulate that the asset be permanently maintained by the Co-op. The Co-op had no permanently restricted net assets as of June 30, 2015 and 2014.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cash equivalents**

For purposes of the statement of cash flows, the Co-op considers cash on hand, deposits in banks and investments to be cash equivalents.

**Support and revenue**

The Co-op receives over 99% of its income from the State of New Hampshire Department of Health and Human Services, Bureau of Behavioral Health in the form of grants. The remainder of its income is derived from donations, members and interest on saving accounts.

**Property and Equipment**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$2,855 and \$617 for the years ended June 30, 2015 and 2014, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

**Functional allocation of items**

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

**Accounts Receivable**

Accounts receivable are comprised of amounts due from customers for services provided. The Co-op considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

**Use of estimates**

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.



**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Income tax status**

The Co-op is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

**In-Kind Contributions**

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to the Co-op's program services. These services are not included in donated materials and services because the value has not been determined.

**Donated Materials and Services**

It is the intent of the Co-op to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2015 and 2014, there were no donated goods or services.

**NOTE 3 VACATIONS AND SICK PAY PAYABLE**

The Co-op has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2015 and 2014 was \$1,346 and \$2,355, respectively.

**NOTE 4 EMPLOYEE TAX SHELTERED ANNUITY PLAN**

The Co-op maintains a Section 403-b tax sheltered annuity plan for eligible employees. For the years ended June 30, 2015 and 2014 respectively, the Co-op contributed \$1,335 and \$1,770 to this defined contribution plan, respectively.

**NOTE 5 REFUNDABLE BBH ADVANCE**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, The Co-op is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$18,999 and \$11,173 for the years ended June 30, 2015 and 2014, respectively.

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 6 TAX EXEMPT STATUS**

The Co-op is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2014, 2013, and 2012 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

**NOTE 7 FAIR VALUE MEASUREMENTS**

Fair values of assets measured on a recurring basis at June 30 are as follows:

	<u>Fair Value</u>	Significant Other Observable Inputs <u>Level (2)</u>
<u>2015</u>		
Accounts Receivable	<u>\$ 6,966</u>	<u>\$ 6,966</u>
<u>2014</u>		
Accounts Receivable	<u>\$ -</u>	<u>\$ -</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

**NOTE 8 TEMPORARILY RESTRICTED NET ASSETS**

Temporarily restricted net assets consisted of the following as of June 30:

	<u>2015</u>	<u>2014</u>
Funds for Handicap Ramp	<u>\$ -</u>	<u>\$ 760</u>

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**NOTES TO FINANCIAL STATEMENTS**  
**Years Ended June 30, 2015 and 2014**

**NOTE 9 LEASE COMMITMENTS AND RENTAL EXPENSE**

The Co-op entered into a five year lease agreement on July 1, 2010, expiring on June 30, 2015. The Co-op had rental expenses of \$23,340 and \$22,230 for the years ended June 30, 2015 and 2014, respectively. The Co-op continued to pay rent on a month-to-month basis after the lease expired. There are no required future minimum payments.

**NOTE 10 SIGNIFICANT EVENT**

On June 9, 2015 the Co-op entered a purchase and sale agreement for the purchase of property in Rochester, New Hampshire and put a \$5,000 deposit towards the purchase. On July 28, 2015 the Co-op paid an additional \$50,339 towards the purchase and then closed on the property on August 14, 2015.

**NOTE 11 SUBSEQUENT EVENTS**

Consideration has been given to determine if any events that occurred subsequent to the financial statement date, June 30, 2015 and prior to the report date, October 20, 2015, of such significance to require disclosure.

Note 10 discusses the Co-op's purchase of property on August 14, 2015. There were no other subsequent events matching this criterion occurred during this period.

# ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

6A HILLS AVENUE  
CONCORD, NEW HAMPSHIRE 03301  
TELEPHONE (603) 228-5400  
FAX # (603) 226-3532

MEMBER OF THE PRIVATE  
COMPANIES PRACTICE SECTION

## INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors  
Tri-City Consumers' Action Co-Operative  
Rochester, New Hampshire

Our report on our audit of the basic financial statements of Tri-City Consumers' Action Co-Operative as of and for the years ended June 30, 2015 and 2014 our report dated October 20, 2015, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Rowley & Associates, PC*

Rowley & Associates, P.C.  
Concord, New Hampshire  
October 20, 2015

**TRI-CITY CONSUMERS' ACTION CO-OPERATIVE**  
**STATEMENTS OF ACTIVITIES**  
**BY STATE APPROVED BBH FUNDS**  
**YEAR ENDED JUNE 30, 2015**

	State Approved BBH Funds	Non-BBH Funds	Total
<b>REVENUES, GAINS AND OTHER SUPPORT</b>			
Grant income, current year	\$ 205,982	\$ -	\$ 205,982
Grant income, released from reserve	27	-	27
Grant income, special funding	12,713	-	12,713
Donations	-	2,824	2,824
Interest income	2	-	2
Total support and revenue	218,724	2,824	221,548
<b>EXPENSES</b>			
Wages	\$ 92,178	\$ -	\$ 92,178
Payroll taxes	9,206	-	9,206
Employee benefits	8,611	-	8,611
Retirement plan expense	1,335	-	1,335
Rent	23,340	-	23,340
Office supplies	6,709	-	6,709
Building supplies	1,735	-	1,735
Food and other consumable supplies	610	-	610
Telephone	2,118	-	2,118
Utilities	4,617	-	4,617
Insurance	6,507	-	6,507
Repairs and maintenance	666	600	1,266
Audit fees	5,545	-	5,545
Transportation and travel	8,139	-	8,139
Member training	19,809	-	19,809
Depreciation	-	2,855	2,855
Postage	831	-	831
Equipment rental	2,399	-	2,399
Journals and publications	717	-	717
Miscellaneous	982	7	989
Total expenses	196,054	3,462	199,516
Increase (decrease) in net assets	22,670	(638)	22,032
BBH funds allowed for capital purchases	(22,670)	22,670	-
Net Assets, Beginning of Year	-	41,657	41,657
Net Assets, End of Year	\$ -	\$ 63,689	\$ 63,689

See Independent Auditors' Report and Notes to Financial Statements



**TRI-CONSUMERS' ACTION CO-OPERATIVE  
BOARD OF DIRECTORS  
March 31, 2016**

**PRESIDENT  
Sharon Reynolds**

**VICE-PRESIDENT  
Kathy Downing**

**TREASURER  
Lawrence Fitzgerald**

**SECRETARY  
Elaine Weatherbee**

**Dianne Bastian**

**Heather Bushby**

**Michelle Donovan**

**David Economos**

**Amanda Grace**

**Jennifer Grace**

**Sally Newman**

**Ed Walker**

**Renee Wright**

**EXECUTIVE DIRECTOR  
Martha Jo Hewitt**

# MARTHA JO HEWITT

## Management .... Operations & Planning .... Administration & Support

Professional capable of immediate impact on an organization's issues, with respect to the planning, coordination and implementation of programs and activities in support of organizations' mission, strategic and organizational planning, program/project management, staff development and training, operations and administration.

### Summary of Qualifications

Advanced Degree in Business Administration with extensive professional domestic and international experience in administration and planning, performance analysis, program/project management, building partnerships and alliances, staff development and training, business operations and administration. Bottom line administrator with a solid track record for increasing operational efficiency, generating costs savings and improving administrative and operational procedures. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed and implemented policies and procedures with respect to strategic and organizational planning, administrative operations and support programs, program/project management and planning, productivity improvements, operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done.

Expertise and knowledge in areas such as:

- |                                       |                         |                       |
|---------------------------------------|-------------------------|-----------------------|
| - Management/Operations               | - Planning & Scheduling | - Staff Development   |
| - Program/Project Development         | - Training & Education  | - Policy Design       |
| - Budget Development/Implementation - | Performance Analysis    | - Team Building       |
| - Needs Assessment/Evaluation         | - Facilitator           | - Cost Controls       |
| - Strategic/Organizational Planning   | - Community Relations   | - Computer Proficient |

### Selected Accomplishments

**Rebuilding** a small state funded Peer Support Agency. Developing fundraising and grant opportunities, establishing and maintaining relationships with like agencies, creating new programs, maintaining a leased facility, working directly with the members; while working within the framework of a state contract. Collaborating with organizations to provide needed services for members of the agency. Working with a board to establish the vision and goals of the agency and then implementing those goals.

**Created and Balanced** an organizational budget of between \$750,000.00 and \$780,000.00. Researched, submitted and received grant moneys from individuals and corporations. Initiated and directly involved with successful fundraising events. I like to think outside the box.

**Developed and Implemented** a new training program from "scratch" for a team-based organization of over 50 employees, covering 17 different job classifications in 14 locations. Instituted the administrative function of the training effort.

### Professional Experience

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE, Rochester NH

2012 -

#### Executive Director

- Manage the business operations of a state funded non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Providing confidential services for members in crisis, addressing problematic member behavior and determining the proper course of action that complies with policies and procedures.
- Responsible for 4 full/part time employees and interns.
- Overseas a yearly budget that complies with the NH Bureau of Behavioral Health federal block grant and other funding source guidelines.
- Attend monthly board meetings and implement the vision and goals established by the board.

COCHECO VALLEY HUMANE SOCIETY, Dover NH

2007 - 2011

#### Executive Director

- Manage the business operations of a private non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Restructuring the organization in preparation for a capital campaign and a move to a new state of the art facility.
- Responsible for 30 full and part time employees and over 250 volunteers
- Work with the Board of Directors in defining the direction and vision of the organization.

AMERICAN RED CROSS - GREAT BAY CHAPTER, Newington, NH

2005-2006

#### Director of Health and Safety

- Supervised the operational and administrative efforts of over 250 volunteer Instructors.
- Responsible and accountable for those activities conducted within the chapter's jurisdiction in supporting 39 communities.
- Created innovated techniques to streamline daily operations. Responded to all health and safety queries in accordance with chapter and national policies and procedures.

THE CALUMET GROUP, Seoul, South Korea

2002-2004

#### Project Director (2003-2004)

- Managed a staff of 50 employees and a \$1.5 million budget. Responsible for the management of an overseas Department of Defense Umbrella Contract for the Calumet Group.
- Established and maintained strong lines of communication with the President of the company, the home office in the United States, and 14 offices throughout the Korean Peninsula.
- Managed a highly successful effort to develop and align the capabilities of this Department of Defense contractor providing social service support to soldiers and their families and ensuing compliance with DOD guidelines and regulations.

#### Project Trainer (2002-2003)

- Developed, implemented and managed The Right Start Training Program. This was an internal training curriculum of The Calumet Group.

- Monitored the training needs and future goals of over 50 employees, covering 17 different job classifications in 14 locations.
- Processed all new employees on the policies and procedures of the company, as well as the job responsibilities, based on the government contract.

**AMERICAN RED CROSS (ARC)**

1994-2002

**Service Center Coordinator – Central LA Chapter, Ft. Polk, LA (2000-2002)**

- Managed a staff of 15 volunteers and was responsible for providing American Red Cross services to both military and civilian communities as an extension of the Central Louisiana Chapter.
- Organized and trained volunteers, to include youth, to be members of Disaster Action Teams, able to respond to single family fires and natural/manmade disasters.
- Promulgated the American Red Cross image by spearheading successful fund-raising activities yielding monies to maintain critical services throughout the community.

*Previous positions with American Red Cross included Associate, Emergency Field Operations ARC Headquarters, Station Chairman, ARC Ft. Carson, CO, Director, Human Resources & Education and Director of Volunteer Services at the American Red Cross Alexandria VA Chapter.*

**Education & Training**

Master of Science in Business Administration, Boston University  
Bachelor of Science, Pre-Veterinarian Medicine, University of New Hampshire  
Associate of Arts, Liberal Arts, Colby Sawyer College

**Tri-City Consumers' Action Co-Operative:** Intentional Peer Support, Wellness, Recovery Action Plan (WRAP), Defensive Driving, Sexual Harassment, Recovery Coach and Trainer, Crisis Prevention and Intervention Training, WarmLine Training, Co-Supervision

**Cochecho Valley Humane Society:** Coaching Skills for Managers and Supervisors, Small Animal Handling training, Leadership Seacoast, Animal Sheltering Workshop and Drill

**American Red Cross:** Instructor Trainer – Health and Safety courses, Instructor – Disaster Services, Personnel Practices for Supervisors, Armed Forces Emergency Services courses, Paid and Volunteer Staff Relationships, Health and Safety Administrator Training, previous DAT member, ERV qualified and NIMS training

**The Calumet Group:** Assertiveness Training, Customer Service, EEO/Prevention of Sexual Harassment, Problem Solving, Stress Management, Train the Trainer

Board Member for the New Hampshire Disaster Animal Response Team (NHDART)

CERT Trained

Notary Public



## KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services  
Bureau of Elderly & Adult Services**

**Agency Name:** Tri-City Consumers' Action Cooperative

**Name of Program/Service:** In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care, and Adult Day Program Services

<b>BUDGET PERIOD: 7/1/15 - 9/30/16</b>			
<b>Name &amp; Title Key Administrative Personnel</b>	<b>Annual Salary of Key Administrative Personnel</b>	<b>Percentage of Salary Paid by Contract</b>	<b>Total Salary Amount Paid by Contract</b>
Martha Jo Hewitt, Executive Director	\$40,000	100.00%	\$40,000.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.