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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

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June 6, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services to enter into agreements with the vendors listed in the table below to expand the substance use disorder treatment service infrastructure, statewide, in an amount not to exceed \$4,180,800, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2017. 25%General Funds/ 75%Federal Funds.

Vendor Name	Address	Vendor Number	Amount
Families in Transition	122 Market St Manchester, NH	157730	\$531,100
Greater Nashua Council on Alcoholism	45 High St Nashua, NH	166574	\$480,000
Manchester Alcoholism Rehabilitation Center	555 Auburn St Manchester, NH	177204	\$1,635,900
National Council on Alcoholism and Drug Dependence/ Greater Manchester	101 Manchester St Manchester, NH	177265	\$207,700
Riverbend Community Mental Health, Inc.	3 North State St Concord, NH	177192	\$868,300
Seacoast Mental Health Center, Inc.	1145 Sagamore Ave Portsmouth, NH	174089	\$457,800
		Total:	\$4,180,800

Funds to support this request are available in the following account for State Fiscal Year 2017.

05-95-491510-2990 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIV OF COMM BASED CARE SVC, BUREAU OF DRUG & ALCOHOL, SVCS, CLINICAL SERVICES (25% General Fund and 75% Federal Funds)

EXPLANATION

The purpose of this request is to expand the substance use disorder treatment service infrastructure, statewide.

Similar to other states, New Hampshire is in the middle of an opioid epidemic. The epidemic includes 327 overdose deaths in 2014 and 400 or more overdose deaths expected for 2015. These circumstances have led to the State having limited capacity to provide substance use disorder treatment services. Recent changes in Federal and state legislation, such as the Mental Health Parity and Addictions Equity Act and the Affordable Care Act, have allowed for a significant increase in funds that are available to expand resources for substance use disorder treatment services. It is critical that substance use disorder treatment services providers rapidly develop and expand resources available in order to meet the public's demand for these needed services. The Department believes that an expansion in substance use disorder treatment services will result in increased access to services as well as a decrease human and economic costs to the State.

A Request for Proposals was published on the Department's website from January 4, 2016 through February 12, 2016. The Department received eleven (11) proposals, which were scored by a team of individuals within the Department who had expertise in the field of substance use disorder treatment services and the public's need for expanded services. The six (6) top scoring vendors were selected to enter into contract negotiations. The bid sheet is attached.

Vendors will provide services that support the Resiliency and Recovery Oriented Systems of Care by operationalizing the Continuum of Care Model. These systems of care support person-centered and self-directed approaches to care, which build on the strengths and resilience of individuals, families and communities. These approaches encourage individuals affected by substance use to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.

Vendors will expand the current substance used disorder treatment services infrastructure by either expanding current services or providing new services to individuals experiencing substance use disorders. All services include a method to screen potential clients and a method of obtaining clinical evaluations that include DSM 5 diagnostic information and a recommendation for a level of care based on the ASAM Criteria published in October of 2013. These agreements expand current substance use disorder treatment services infrastructure by offering services such as:

- Intensive Outpatient Treatment services that provide intensive and structured individual and group alcohol and/or other drug treatment services and activities.
- Partial Hospitalization services that provide intensive and structured individual and group alcohol and/or other drug treatment services and activities to individuals with substance use and moderate to severe co-occurring mental health disorders, including both behavioral health and medication management (as appropriate) services to address both disorders.
- Residential Treatment services that are provided in a facility that is appropriately licensed by the Department's Health Facilities Administration, which may include Transitional Living Services; Low-Intensity Residential Treatment Services; High-Intensity Residential Treatment Services; and/or Medium Intensity Residential Treatment Services.
- Withdrawal Management services that provide a combination of clinical and/or medical services that assist in stabilizing the client while undergoing withdrawal from drugs and/or alcohol.

Vendors may provide innovative programs that assist individuals or groups of individuals to achieve treatment objectives through programs that integrate substance use disorder treatment and recovery support services with other services such as physical and mental health services. Some innovative programs may have components that use Technology Based Care that may include video

conferencing; internet-based treatments; and/or mobile device applications. All services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improves.

Should the Governor and Executive Council not approve this request, the Department's overall response to the public need for an increase in substance use disorder treatment services will be negatively impacted.

Area Served: Statewide.

Source of Funds: 25% General Funds

75% Federal Funds (CFDA # 93.959 FAIN TI010035-15 U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG)

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



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

SUD Treatment Infrastructure
Expansion
RFP Name

16-DHHS-DCBCS-BDAS-04
RFP Number

Bidder Name

1. Behavioral Health and Developmental Services
2. Families in Transition
3. Greater Nashua Mental Health Center
4. HALO Educational Systems
5. Headrest, Inc.
6. Keystone Hall
Manchester Alcoholism Rehabilitation Center
dba Farnum Center
8. Riverbend Community Mental Health, Inc.
9. Seacoast Mental Health Center
10. Serenity Place
11. The Mental Health Center of Manchester

Reviewer Names

1. Lauren Quann, Program Specialist IV
2. Paul Kiernan, Program Specialist IV
3. Jaime Powers, Administrator I
4. Jim Dall, Director of Program Support
5. Donna Ferland, Administrator III
- 6.
- 7.
- 8.
- 9.

Pass/Fail	Maximum Points	Actual Points
	305	121
	305	276
	305	192
	305	148
	305	175
	305	234
	305	223
	305	241
	305	213
	305	253
	305	177

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (16-DHHS-DCBCS-BDAS-04-01)



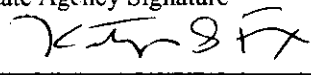
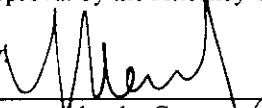
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Families in Transition		1.4 Contractor Address 122 Market Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 641-9441 EXT 251	1.6 Account Number 05-95-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$531,100
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President	
1.13 Acknowledgement: State of NH, County of Hillsborough On May 19, 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] 		RUTH A. SYREK, Notary Public My Commission Expires October 16, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Ruth Syrek, Admin. Asst. Notary Public			
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 Y. Apple Attorney On: 6/3/16			
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 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.

2. Scope of Services

- 2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.
- 2.2. The Contractor shall expand substance use disorder (SUD) services available through Family Willows Intensive Outpatient and Outpatient programs by adding additional Intensive Outpatient Program (IOP) and Outpatient Program (OP) services to currently existing services. The Contractor shall:
- 2.2.1. Expand services in Manchester, NH to provide IOP/OP services to an additional eighty-five (85) clients. The Contractor shall have a range of services to support people in treatment and early recovery including, but not limited to:
- 2.2.1.1. Recovery coaching.
 - 2.2.1.2. Workplace recovery initiatives.
 - 2.2.1.3. Employment services.
 - 2.2.1.4. Peer support groups.
 - 2.2.1.5. Family peer support groups.
 - 2.2.1.6. Family recovery coaching.
- 2.2.2. Ensure additional services are evidence based and include a step down OP that serves individuals who complete the IOP as well as those who are only in need of OP.
- 2.2.3. Provide expanded services to single women, pregnant women and women with children, specializing in treatment for:
- 2.2.3.1. Pregnant women.
 - 2.2.3.2. Women with dependent children.
 - 2.2.3.3. Injection drug users.

**New Hampshire Department of Health and Human Services
Substance Use Disorder (SUD) Treatment Services
Infrastructure Expansion**



Exhibit A

- 2.2.3.4. Individuals with co-occurring substance use and mental health disorders.
- 2.2.3.5. Individuals who are involved with the criminal justice system.
- 2.2.3.6. Women who are homeless or at risk of homelessness.
- 2.2.4. Provide supplemental services designed to ensure women enrolled in care have easy access to supplemental services to ensure women in treatment remain actively engaged. The Contractor shall provide enhanced services that are gender specific and culturally competent and include, but are not limited to:
 - 2.2.4.1. In-house childcare and youth programming for children of women receiving services.
 - 2.2.4.2. Free transportation to all treatment programming as well as to essential stability services within the community.
 - 2.2.4.3. Non-clinical services, which may include, but are not limited to:
 - 2.2.4.3.1. Family and parenting support.
 - 2.2.4.3.2. Job search assistance.
 - 2.2.4.3.3. Financial management.
 - 2.2.4.3.4. Life skills development.
- 2.3. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services. The Contractor shall:
 - 2.3.1. Provide Intensive Outpatient Program (IOP) services that shall include, but not be limited to, individualized Recovery Plans coordinated by a MLADC/Recovery Support Worker and an MLADC Therapist, which shall be provided three (3) days a week for a minimum of three (3) hours per day through several modalities that include, but are not limited to:
 - 2.3.1.1. Individual and group psychotherapy.
 - 2.3.1.2. Milieu therapy.
 - 2.3.1.3. Recovery support services.
 - 2.3.2. Assist individuals who successfully complete the intensive phase of the IOP program step down in services by supporting the individual's participation in the Outpatient Program (OP). The Contractor shall provide assistance through:
 - 2.3.2.1. Exploration of substance use disorders and associated ramifications, which includes but is not limited to:
 - 2.3.2.1.1. An examination of attitudes and feelings.
 - 2.3.2.1.2. Consideration of alternative solutions.



Exhibit A

- 2.3.2.1.3. Decision making with regard to alcohol and other drug related problems.
- 2.3.2.2. Individual and/or group therapy, as determined by the client assessment of need, which may include but is not limited to:
 - 2.3.2.2.1. Six (6) hours of group therapy per week and individual therapy.
 - 2.3.2.2.2. Only individualized therapy with up to two (2) hours of group therapy per week.
- 2.3.3. Continually reevaluate the scheduling needs of clients and shall alter the proposed scheduled if it is deemed that afternoon or evening programming is more amenable to client needs. The Contractor shall begin:
 - 2.3.3.1. Providing IOP services on Monday, Wednesdays and Fridays from 9:00 AM through 12:00 PM.
 - 2.3.3.2. Providing OP services on Tuesdays and Thursdays from 9:00 AM through 12:00 PM.
 - 2.3.3.3. Offering the Nurturing Families Group on Wednesdays from 12:15 PM through 1:45 PM.
 - 2.3.3.4. Offering Family/Supportive Person Sessions on Monday evenings from 5:30 PM through 6:30 PM one time per month.
- 2.3.4. Utilize the Addiction Severity Index to complete the evaluation process to ensure accurate data for recovery planning, client placement and referrals as well as outcome measurement. The Contractor shall ensure treatment practices include several proven and promising interventions including, but not limited to:
 - 2.3.4.1. Seeking Safety – an intervention developed as a group treatment for women experiencing Post Traumatic Stress Disorder (PTSD)/SUD. The goal is to decrease PTSD symptoms and encourage abstinence focusing on enhancing cognitive and interpersonal coping skills, safety and self-care.
 - 2.3.4.2. Dialectical Behavioral Therapy (DBT) – cognitive behavioral therapy made of four skills: Mindfulness, emotion regulation, stress tolerance and interpersonal effectiveness.
 - 2.3.4.3. Living in Balance (LIB) – Substance use treatment curriculum that helps clients address issues in lifestyle areas that may have been neglected during addiction.
 - 2.3.4.4. TCU Mapping – visual representation counseling strategy for improving communication and decision making developed for substance use treatment.
 - 2.3.4.5. Contingency Management – Incentive based interventions to help treatment retention and promoting harm reduction from substances and unsafe behaviors.

New Hampshire Department of Health and Human Services
Substance Use Disorder (SUD) Treatment Services
Infrastructure Expansion



Exhibit A

- 2.3.4.6. Nurturing Families – addresses the specific needs of families affected by parental substance use focusing on the effects of substance use disorders on families, parenting and the parent-child relationship.
- 2.3.4.7. Touchpoints – An evidence-based approach to working with families, which focuses on strengthening the parent/child/provider relationship in a way that builds parental skills and self-esteem, leading to stronger parent/child relationships.
- 2.3.4.8. Connections – an evidence-based 12- session Psychoeducational Shame-Resilience Curriculum by Brene Brown.
- 2.3.4.9. Motivational Interviewing – An evidence-based approach that helps clients to move through the stages of change.
- 2.4. The Contractor shall complement services provided with utilization of urinalysis screening to increase adherence and abstinence.
- 2.5. The Contractor shall ensure services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improve. The Contractor shall:
 - 2.5.1. Utilize numerous databases and software packages including, but not limited to, WITS in an effort to more accurately track client data and program outcomes as well as to streamline billing for services.
 - 2.5.2. Incorporate Electronic Health Records (EHR) to:
 - 2.5.2.1. Further expand the ability to monitor services and implement strategies to improve services.
 - 2.5.2.2. Streamline both billing and medical records into one record, which will lead to greater efficiency and accuracy in data entry and reporting.
 - 2.5.3. Ensure staff and management personnel participate in learning collaboratives and develop opportunities to provide management with new ways to enhance the effectiveness of services and supervision.
 - 2.5.4. Encourage staff to enhance personal expertise in substance use services by becoming MLADCs, LADCs and Certified Recovery Support Workers.
 - 2.5.5. Provide Continuous Recovery Monitoring Services to each client to ensure on-going contact with the client post-discharge. The Contractor shall:
 - 2.5.5.1. Ensure the therapist alerts the Intake Coordinator upon discharge of each client indicating when the 3-month follow-up should occur.
 - 2.5.5.2. Inform clients upon discharge that Continuous Recovery Monitoring Services shall occur at 3, 6 and 12-months after discharge.
 - 2.5.5.3. Inform each client about the Contingency Management incentive to participate.



Exhibit A

- 2.5.5.4. Ensure the Intake Coordinator contacts each clients at the 3-month post-discharge date to:
 - 2.5.5.4.1. Complete the National Outcomes Measure (NOMs).
 - 2.5.5.4.2. Update any change in client contact information
 - 2.5.5.4.3. Remind the client of additional follow-ups that will occur at the 6 and 12-month post-discharge dates.
- 2.5.5.5. Ensure the client is contacted at the 6-month and 12-month post-discharge dates to provide services identified in Section 2.5.5.4. The Contractor shall:
- 2.5.5.6. Attempt contact with each client at least three (3) times over a one (1) week period.
- 2.5.5.7. Use information gathered during Continuous Recovery Monitoring Services to inform programming and make necessary changes to improve long term programmatic outcomes.

3. Staffing

- 3.1. The Contractor shall add an additional seven (7) staff to expand infrastructure of services described in this contract. The Contractor shall hire additional staff that may include, but are not limited to:
 - 3.1.1. One (1) Program Manager with a Masters Level; MLADC and/or a LICSW/LCMHC or LMFT with substance use disorders treatment expertise for general administrative and clinical oversight and clinical supervision as well providing regular quality assurance.
 - 3.1.2. Two (2) Therapists with Masters Level; MLADC and/or a LICSW/LCMHC or LMFT with substance use disorders treatment expertise for individual and group therapy, Crisis Line, assessments, internship supervision and other duties, as appropriate.
 - 3.1.3. One (1) Recovery Support Worker I with a Masters Level; MLADC and/or a LICSW/LCMHC or LMFT to work one-on-one with participants to develop recovery plans; help clients overcome barriers to access services; manage and provide recovery support programs and services; co-facilitate groups; and provide Crisis Line work.
 - 3.1.4. One (1) Intake Coordinator with a Masters Level; MLADC and/or a LICSW/LCMHC or LMFT to conduct initial assessments; make community referrals; manage admissions and waitlists; manage outreach activities; and ensure 3, 6 and 12 month follow-up contacts with discharged clients.
 - 3.1.5. Recovery Support Staff, Childcare and Transportation with Associates Degree in Human Services with childcare experience to



Exhibit A

- provide childcare, children's programming; as well as parenting support and transportation.
- 3.1.6. Recovery Support Worker II who is certified as a Recovery Support Worker and had one (1) year of experience in the recovery field.
- 3.1.7. Medical Biller with a Bachelors of Arts degree with experience in medical billing to manage the application process to alternative payers as well as process and submit all reimbursement requests and research new payers.
- 3.2. The Contractor shall ensure that participants receive high quality, effective services by ensuring all staff participate in staff development and education. The Contractor shall:
- 3.2.1. Partner with the NH Coalition to End Homelessness and/or NH Training Institute on Addictive Disorders to provide regular trainings to staff and collaborative partners that specifically address SUD and SUD with co-occurring disorders and core programing components that include, but are not limited to:
- 3.2.1.1. Trauma-Informed Services.
- 3.2.1.2. Motivational Interviewing.
- 3.2.1.3. Cognitive Behavioral Therapies
- 3.2.1.4. Evidence Based Practices.
- 3.2.1.5. Cultural Competency.
- 3.2.2. Provide a multi-day orientation and in-service training to all staff involved in client care upon starting work at The Family Willows to address contract requirements and all other relevant policies and procedures.
- 3.2.3. Provide training using the 'train-the-trainer' model.
- 3.2.4. Providing Continuing Education Unit (CEU) opportunities to further educate staff on use and application of selected evidence based practices.
- 3.2.5. Engage in learning opportunities provided by the Department and other state agencies and community service agencies.
- 3.3. The Contractor shall ensure all staff at The Family Willows receives weekly individual supervision with a direct clinical supervisor or Program Manager. The Contractor shall ensure:
- 3.3.1. The Program Manager receives weekly clinical supervision from the agency COO, a LICSW and specialist in substance use and co-occurring treatment services.



Exhibit A

- 3.3.2. Staff and interns also receive biweekly group supervision and additional clinical support during regular team and clinical meetings.
- 3.3.3. Supervision incorporates direct observation of services through:
 - 3.3.3.1. Co-facilitation of groups.
 - 3.3.3.2. Co-therapy.
 - 3.3.3.3. Listening to tapes.
 - 3.3.3.4. Observing client sessions through two-way mirrors.

4. Reporting

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
 - 4.1.1. Provide narrative, electronic reports to the Department that include but are not limited to, information on:
 - 4.1.1.1. Initial staffing updates.
 - 4.1.1.2. Staff training updates.
 - 4.1.1.3. Construction updates on the rehabilitation of the Manchester Recovery Center.
 - 4.1.1.4. Any barriers or challenges to timely program implementation.
 - 4.1.1.5. Budget to actuals/monthly expenditure of funds.
 - 4.1.1.6. Plan to overcome barriers identified in Section 4.1.1.4 during the following month.

5. Deliverables

- 5.1. The Contractor shall hire the Program Manager in Section in Section 3.1.1, no later than 30 days after the contract effective date.
- 5.2. The Contractor shall purchase all equipment and furniture needed to outfit the new facility for the provision of IOP and OP services no later than 30 days from the contract effective date.
- 5.3. The Contractor shall research and purchase the most appropriate Electronic Health Record option no later than 90 days after the contract effective date.
- 5.4. The Contractor shall advertise for and hire remaining staff needed in order to begin contract services no later than 120 days after the contract effective date.
- 5.5. The Contractor shall train new staff in program components and specific evidence based practices beginning 60 days from the contract effective date.

**New Hampshire Department of Health and Human Services
Substance Use Disorder (SUD) Treatment Services
Infrastructure Expansion**



Exhibit A

5.6. The Contract shall provide IOP and OP services in Manchester, NH to accommodate at least 85 new clients no later than 120 days after the contract effective date.



Method and Conditions Precedent to Payment

1. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<https://www.cfda.gov>) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with Exhibit B-1 Budgets to expand services in accordance with Exhibit A, Scope of Services.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual costs incurred for the previous month.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring amounts between budget line items in Exhibit B-1, Budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

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

Bidder/Program Name: Families in Transition

Budget Request for: SUD Treatment Services Infrastructure Expansion

Budget Period: July 1, 2016 - June 30, 2017

1. Total Salary/Wages	\$ 326,820.00	\$ -	\$ -	\$ 326,820.00	\$ -
2. Employee Benefits	\$ 65,364.00	\$ -	\$ -	\$ 65,364.00	\$ -
3. Consultants	-	-	-	-	-
4. Equipment:	-	-	-	-	-
Rental	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -
Repair and Maintenance	\$ 300.00	\$ -	\$ -	\$ 300.00	\$ -
Purchase/Depreciation	\$ 2,800.00	\$ -	\$ -	\$ 2,800.00	\$ -
5. Supplies:	-	-	-	-	-
Educational	\$ 7,888.00	\$ -	\$ -	\$ 7,888.00	\$ -
Lab	-	-	-	-	-
Pharmacy	-	-	-	-	-
Medical	-	-	-	-	-
Office	\$ 1,200.00	\$ -	\$ -	\$ 1,200.00	\$ -
6. Travel	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -
7. Occupancy	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00	\$ -
8. Current Expenses	-	-	-	-	-
Telephone	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00	\$ -
Postage	\$ 460.00	\$ -	\$ -	\$ 460.00	\$ -
Subscriptions	-	-	-	-	-
Audit and Legal	\$ 400.00	\$ -	\$ -	\$ 400.00	\$ -
Insurance	\$ 420.00	\$ -	\$ -	\$ 420.00	\$ -
Board Expenses	-	-	-	-	-
9. Software	\$ 37,000.00	\$ -	\$ -	\$ 37,000.00	\$ -
10. Marketing/Communications	\$ 10,500.00	\$ -	\$ -	\$ 10,500.00	\$ -
11. Staff Education and Training	\$ 7,000.00	\$ -	\$ -	\$ 7,000.00	\$ -
12. Subcontracts/Agreements	-	-	-	-	-
13. Other (specific details mandatory):	-	-	-	-	-
Vehicle Expenses	\$ 9,840.00	\$ -	\$ -	\$ 9,840.00	\$ -
Client Transportation (bus passes)	\$ 500.00	\$ -	\$ -	\$ 500.00	\$ -
Office Set up	\$ 10,308.00	\$ -	\$ -	\$ 10,308.00	\$ -
TOTAL	\$ 531,100.00	\$ -	\$ -	\$ 531,100.00	\$ -

Indirect As A Percent of Direct

0.0%

Contractor Initials: MAP



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 Division reserves the right to renew the Contract for up to two 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: Families in Transition

5/19/16
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: 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

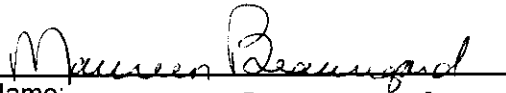
The undersigned certifies, to the best of his or her knowledge and belief, that:

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: Families in Transition

5/19/16
Date


Name: Maureen Beauregard
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

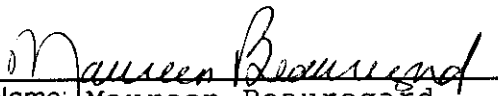
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 -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

5/19/16
Date


Name: Maureen Beauregard
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

NAD

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: Families in Transition

5/19/16
Date



Name: Maureen Beauregard
Title: President

Exhibit G

Contractor Initials 

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: Families in Transition

5/19/16
Date

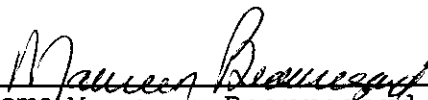

Name: Maureen Beauregard
Title: President



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 (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

YAD



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.

The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/23/16
Date

Families in Transition
Name of the Contractor

Maureen Beauregard
Signature of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

President
Title of Authorized Representative

May 19, 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.

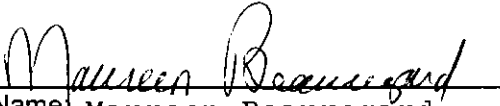
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Families in Transition

5/19/16
Date


Name: Maureen Beauregard
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: 825360399
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:

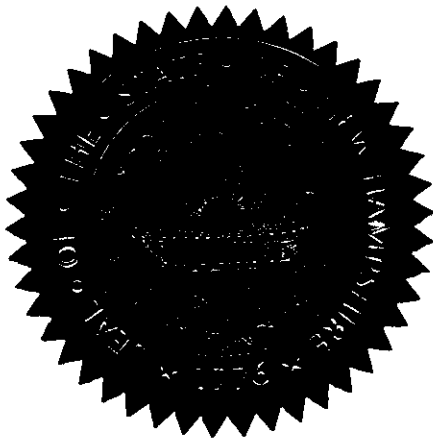
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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 FAMILIES IN TRANSITION is a New Hampshire nonprofit corporation formed May 13, 1994. 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 13th 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, Dick Anagnost, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Families in Transition.
(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 19, 2016:
(Date)

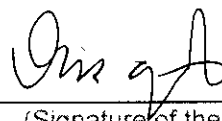
RESOLVED: That the President
(Title of Contract Signatory)

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 19 day of May, 2016.
(Date Contract Signed)

4. Maureen Beauregard is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 19 day of May, 2016,

By Dick Anagnost.
(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____
RUTH A. SYREK, Notary Public
My Commission Expires October 16, 2018



FAMIINT-01

SLAMERE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/23/2016

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 Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Stephanie Lamere, CIC PHONE (A/C, No, Ext): (603) 715-9740 FAX (A/C, No): (603) 225-7935 E-MAIL ADDRESS: slamere@davistowle.com														
INSURED Families in Transition, Inc. 122 Market St Manchester, NH 03101	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Company</td> <td style="text-align: center;">23850</td> </tr> <tr> <td>INSURER B: Wesco Insurance Company</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Company	23850	INSURER B: Wesco Insurance Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B: Wesco Insurance Company															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD; WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER		PHPK1437332	01/01/2016	01/01/2017	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	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		PHPK1437332	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE	PHUB526626	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WWC3175845	01/01/2016	01/01/2017	PER STATUTE OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation

3A State: NH

CERTIFICATE HOLDER**CANCELLATION**

State of NH, Dept of Health & Human Services, Bureau of Drug and Alcohol Services 105 Pleasant St, 3rd Floor North 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
--	---

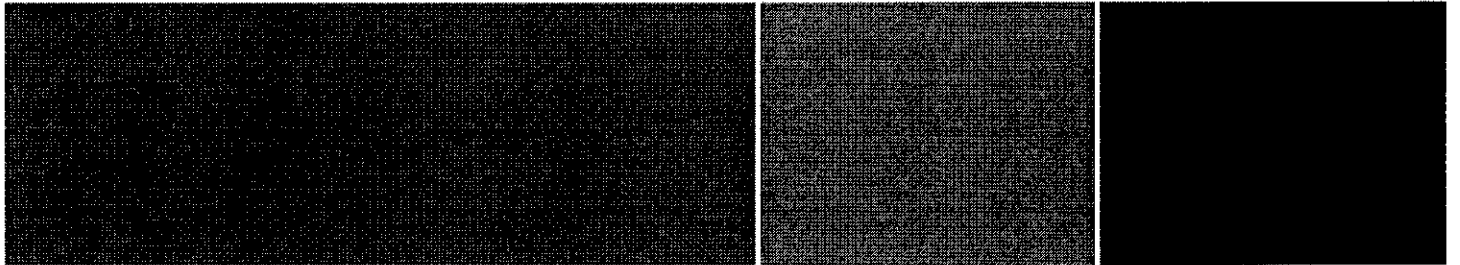
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Families in Transition
122 Market Street
Manchester, NH 03101
Tel. 603-641-9441
Fax. 603-641-1244



Mission

To provide safe and affordable housing and
comprehensive social services to individuals
and families who are homeless or who are at risk of
becoming homeless, enabling them to gain
self-sufficiency and respect.



**Families
in Transition**
Providing a Home. Building Hope.

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

December 31, 2015

(With Comparative Totals for 2014)

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Families in Transition, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Families in Transition, Inc. and Subsidiaries (the Organization), which comprise the consolidated statement of financial position as of December 31, 2015 and the related consolidated statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of December 31, 2015, and the consolidated changes in their net assets and their consolidated cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

We have previously audited the Organization's 2014 consolidated financial statements and, in our report dated March 30, 2015, expressed an unmodified opinion on those audited consolidated financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Matter

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information, which consists of the consolidating statement of financial position as of December 31, 2015, and the related consolidating statements of activities and functional expenses for the year then ended, is presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and is not a required part of the consolidated 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 consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 22, 2016

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Financial Position

December 31, 2015

(With Comparative Totals for December 31, 2014)

ASSETS

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 1,027,626	\$ 996,035
Funds held as fiscal agent	90,123	75,737
Accounts receivable	30,212	39,983
Grants receivable	317,288	282,810
Prepaid expenses	43,155	54,587
Reserve cash designated for properties	717,593	662,613
Due from related parties	8,809	8,210
Other current assets	<u>41,302</u>	<u>43,779</u>
Total current assets	2,276,108	2,163,754
Replacement reserves	331,216	338,563
Investments	10,435	10,661
Investment in related entity	1,001	1,000
Property and equipment, net	25,441,709	26,111,906
Development in process	1,881,561	260,947
Other assets, net	<u>129,844</u>	<u>145,356</u>
Total assets	\$ <u>30,071,874</u>	\$ <u>29,032,187</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Current portion of long-term debt	\$ 184,407	\$ 182,916
Accounts payable	203,943	183,579
Accrued expenses	152,630	159,806
Funds held as fiscal agent	90,123	75,737
Due to related entity	869	2,371
Security deposits	<u>44,665</u>	<u>76,365</u>
Total current liabilities	676,637	680,774
Long-term debt, less current portion	<u>10,594,485</u>	<u>9,943,359</u>
Total liabilities	<u>11,271,122</u>	<u>10,624,133</u>
Net assets		
Unrestricted - controlling interest	12,946,230	12,197,286
Unrestricted - noncontrolling interest	<u>5,248,340</u>	<u>5,691,054</u>
Total unrestricted	18,194,570	17,888,340
Temporarily restricted	<u>606,182</u>	<u>519,714</u>
Total net assets	<u>18,800,752</u>	<u>18,408,054</u>
Total liabilities and net assets	\$ <u>30,071,874</u>	\$ <u>29,032,187</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Activities

Year Ended December 31, 2015

(With Comparative Totals for the Year Ended December 31, 2014)

	Unrestricted - Controlling Interest	Unrestricted - Noncontrolling Interest	Total Unrestricted	Temporarily Restricted	Total 2015	Total 2014
Revenue and support						
Federal, state and other grant support	\$ 2,224,870	\$ -	\$ 2,224,870	\$ 558,127	\$ 2,782,997	\$ 2,868,948
Rental income, net of vacancies	1,762,156	-	1,762,156	-	1,762,156	1,674,741
Thrift store sales	721,821	-	721,821	-	721,821	724,911
Public support	188,524	-	188,524	-	188,524	116,666
Tax credit revenue	192,533	-	192,533	-	192,533	129,067
Special events	135,307	-	135,307	-	135,307	134,954
Developer fees	-	-	-	-	-	72,000
VISTA program revenue	72,888	-	72,888	-	72,888	93,474
Unrealized (losses) gains on investments	(227)	-	(227)	-	(227)	1,064
Loss on disposal of assets	(11,150)	-	(11,150)	-	(11,150)	(3,653)
Interest income	28,833	-	28,833	-	28,833	29,536
In-kind donations	4,970	-	4,970	-	4,970	25,890
Forgiveness of debt	131,267	-	131,267	-	131,267	131,267
Medicaid reimbursements	175,366	-	175,366	-	175,366	-
Other income	308,696	-	308,696	-	308,696	390,577
Net assets released from restrictions	471,659	-	471,659	(471,659)	-	-
Total revenue and support	6,407,513	-	6,407,513	86,468	6,493,981	6,389,442
Expenses						
Program activities						
Housing	4,839,193	-	4,839,193	-	4,839,193	4,749,219
Thrift store	564,569	-	564,569	-	564,569	576,520
Total program activities	5,403,762	-	5,403,762	-	5,403,762	5,325,739
Fundraising	329,373	-	329,373	-	329,373	432,998
Management and general	418,148	-	418,148	-	418,148	412,164
Total expenses	6,151,283	-	6,151,283	-	6,151,283	6,170,901
Contribution for long-term purposes	50,000	-	50,000	-	50,000	687,760
Distributions	-	-	-	-	-	(33)
Change in net assets	306,230	-	306,230	86,468	392,698	906,268
Change in net assets attributable to noncontrolling interest in subsidiaries	442,714	(442,714)	-	-	-	-
Change in net assets after reclassification of portion attributable to noncontrolling interest	748,944	(442,714)	306,230	86,468	392,698	906,268
Net assets, beginning of year	12,197,286	5,691,054	17,888,340	519,714	18,408,054	17,501,786
Net assets, end of year	12,946,230	5,248,340	18,194,570	606,182	18,800,752	18,408,054

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Functional Expenses

Year Ended December 31, 2015

(With Comparative Totals for the Year Ended December 31, 2014)

	Program Activities			Management and General	2015 Total	2014 Total
	Housing	Thrift Store	Fundraising			
Salaries and benefits						
Salaries and wages	\$ 1,508,151	\$ 337,347	\$ 185,321	\$ 166,811	\$ 2,197,630	\$ 2,147,196
Temporary labor	-	-	-	-	-	7,202
Employee benefits	174,240	47,386	17,485	15,738	254,849	287,891
Payroll taxes	112,965	25,301	14,259	12,835	165,360	171,078
Total salaries and benefits	1,795,356	410,034	217,065	195,384	2,617,839	2,613,367
Other expenses						
Advertising	9,670	30,221	946	852	41,689	29,640
Amortization	15,513	-	-	-	15,513	13,268
Application and permit fees	3,240	-	-	-	3,240	2,400
Bad debts	19,238	-	-	-	19,238	15,341
Bank charges	-	-	-	15,307	15,307	14,617
Consultants	2,319	1,440	-	4,557	8,316	32,583
Depreciation	872,430	3,286	18,730	16,860	911,306	885,810
Events	-	3,118	37,569	-	40,687	46,919
General insurance	99,957	3,486	495	20,682	124,620	133,332
Interest expense	202,948	110	-	-	203,058	179,152
Management fees	6,886	-	-	-	6,886	9,676
Meals and entertainment	3,351	37	569	512	4,469	3,990
Membership dues	4,985	316	846	762	6,909	6,787
Office supplies	81,584	12,107	13,017	11,717	118,425	129,469
Participant expenses	59,067	10	-	2,454	61,531	43,958
Postage	4,581	506	778	700	6,565	8,001
Printing	21,164	1,848	3,592	3,233	29,837	17,013
Professional fees	-	-	-	112,934	112,934	123,691
Rental subsidies	137,927	-	-	-	137,927	251,347
Repairs and maintenance	352,634	40,601	8,430	7,588	409,253	404,387
Staff development	6,454	-	1,096	986	8,536	11,881
Taxes	263,754	2,625	-	-	266,379	263,719
Technology support	44,843	828	7,290	6,562	59,523	59,482
Telephone	51,412	6,087	6,711	6,041	70,251	66,059
Travel	33,384	6,299	5,665	5,099	50,447	56,775
Utilities	379,830	30,041	-	-	409,871	411,676
VISTA program	306,283	-	-	-	306,283	264,623
Workers' compensation	60,383	11,569	6,574	5,918	84,444	71,938
Total expenses	\$ 4,839,193	\$ 564,569	\$ 329,373	\$ 418,148	\$ 6,151,283	\$ 6,170,901

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidated Statement of Cash Flows

**Year Ended December 31, 2015
(With Comparative Totals for the Year Ended December 31, 2014)**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 392,698	\$ 906,268
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	926,819	899,078
Contribution for long-term purposes	(50,000)	(687,760)
Forgiveness of debt	(131,267)	(131,267)
Unrealized losses (gains) on investments	227	(1,064)
Loss on asset disposal	11,150	3,653
Decrease (increase) in:		
Accounts receivable	9,771	3,918
Grants receivable	(34,478)	(53,293)
Prepaid expenses	11,432	10,853
Due from related parties	(599)	1,525
Other current assets	2,477	(3,721)
Increase (decrease) in:		
Accounts payable	20,364	46,883
Accrued expenses	(7,176)	57,287
Due to related party	(1,502)	2,371
Other current liabilities	(31,700)	29,402
Net cash provided by operating activities	<u>1,118,216</u>	<u>1,084,133</u>
Cash flows from investing activities		
Net (deposits to) withdrawals from reserve accounts	(47,633)	14,242
Purchases of investments	-	(1,060)
Investment in development in process	(862,528)	(550,717)
Acquisition of property and equipment	(179,852)	(113,629)
Net cash used by investing activities	<u>(1,090,013)</u>	<u>(651,164)</u>
Cash flows from financing activities		
Grants received for long-term purposes	50,000	-
Proceeds from long-term borrowings	156,083	-
Payments on long-term debt	(202,695)	(169,144)
Net cash provided (used) by financing activities	<u>3,388</u>	<u>(169,144)</u>
Net increase in cash and cash equivalents	31,591	263,825
Cash and cash equivalents, beginning of year	<u>996,035</u>	<u>732,210</u>
Cash and cash equivalents, end of year	<u>\$ 1,027,626</u>	<u>\$ 996,035</u>
Supplemental disclosure		
Acquisition of property and equipment through long-term borrowings	\$ <u>72,410</u>	\$ <u>430,000</u>
Acquisition of development in process through long-term borrowings	\$ <u>758,086</u>	\$ <u>63,283</u>
Property and equipment transferred from development in process	\$ <u>-</u>	\$ <u>1,483,484</u>

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

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Organization

Families in Transition, Inc. (FIT or the Organization) is a New Hampshire nonprofit, incorporated on May 13, 1994, to provide housing and comprehensive social services to individuals and families who are homeless or at risk of becoming homeless in certain areas of southern New Hampshire, including Manchester, Concord and Dover.

The Organization directly owns and operates housing programs in facilities located on Amherst Street, Spruce Street and Douglas Street in Manchester, New Hampshire. Additional housing facilities are owned and operated by several limited partnerships of which the Organization is the sole general partner. These limited partnerships include Millyard Families II Limited Partnership (Millyard II), located on Market Street in Manchester, New Hampshire; Bicentennial Families Concord Limited Partnership (Bicentennial), located at Bicentennial Square in Concord, New Hampshire; Family Bridge Limited Partnership (Family Bridge), located on Second Street in Manchester, New Hampshire; and Family Willows Limited Partnership (Family Willows), located on South Beech Street in Manchester, New Hampshire (collectively referred to as the Limited Partnerships).

In 2008, the Organization created a Community Development Housing Organization, Housing Benefits, Inc. (Housing Benefits). Housing Benefits identifies and develops new housing units and refurbishes existing units to meet the persistent need of combating homelessness. Completed housing units are located on School & Third Streets, Lowell Street, Belmont Street, Market Street (Millyard Families I) and Hayward Street, in Manchester, New Hampshire as well as an additional housing unit located on Central Avenue in Dover, New Hampshire (Dover).

In 2012, the Organization became the sole member of Manchester Emergency Housing, Inc. (MEH), a New Hampshire nonprofit corporation providing immediate shelter to homeless families in the Manchester, New Hampshire area. MEH is the only family shelter in Manchester, New Hampshire.

The Organization also owns 100% of Family OutFITters, LLC (OutFITters), a limited liability corporation. OutFITters operates independent thrift stores in Concord and Manchester, New Hampshire with the sole purpose of generating an alternate funding stream for the Organization.

The Organization has several wholly-owned corporations which include Brick Mill House Families II, Inc. (Brick Mill), Bicentennial Families Concord, Inc. (Bicentennial Families), Second Street Family Mill, Inc. (Family Mill), and Big Shady Tree, Inc. (Big Shady Tree) (collectively referred to as the General Partners), all of which are New Hampshire corporations. These wholly-owned corporations represent the .01% sole general partners in the Limited Partnerships, whereby Brick Mill is general partner of Millyard II, Bicentennial Families is general partner of Bicentennial, Family Mill is general partner of Family Bridge and Big Shady Tree is general partner of Family Willows.

In 2012, the Organization became the sole member of The New Hampshire Coalition to End Homelessness, a statewide entity, whose mission is to "eliminate the causes for homelessness through research, education and advocacy". The activity of this entity is not deemed material and has not been included in the consolidated financial statements.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2014)

1. Summary of Significant Accounting Policies

Principles of Consolidation

Since the General Partners have control in the Limited Partnerships, in accordance with Financial Accounting Standards Board *Accounting Standards Codification* Topic 810-20-25, *Consolidation*, each of the Limited Partnerships' financial statements is required to be consolidated with the Organization's consolidated financial statements. The limited partners' ownership interest is reported in the consolidated statements of financial position as noncontrolling interest.

The consolidated financial statements include the net assets of the Organization, the Limited Partnerships, the General Partners, Housing Benefits, MEH and OutFITters. All significant inter-entity balances and transactions are eliminated in the accompanying consolidated financial statements.

Comparative Information

The consolidated financial statements include certain prior year summarized comparative information in total, but not by net asset classification. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles (U.S. GAAP). Accordingly, such information should be read in conjunction with the Organization's December 31, 2014 consolidated financial statements, from which the summarized information was derived.

Use of Estimates

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

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor imposed restrictions.

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

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

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Organization. The donors of these assets permit the Organization to use all or part of the income earned on related contributions for general or specific purposes. The Organization had no permanently restricted net assets as of December 31, 2015 and 2014.

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as temporarily restricted or permanently restricted support that increases those net asset classes. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

The Organization reports contributions of land, buildings or equipment as unrestricted support, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted support and reclassified to unrestricted net assets when the assets are acquired and placed in service.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed the federally insured limits. Management regularly monitors the financial institutions, together with their respective cash balances, and attempts to maintain the potential risk at a minimum. The Organization has not experienced any losses in such accounts and management believes it is not exposed to any significant risk on these accounts.

Restricted deposits are those deposits of cash and cash equivalents not generally available for operating costs, but restricted to particular uses including operating and replacement reserves for rental properties as well as certain other social services and programs.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2014)

Property and Equipment

Property and equipment are recorded at cost or, if donated, at estimated fair market value at the date of donation less accumulated depreciation. The Organization's capitalization policy requires the capitalization of capital expenditures greater than \$1,000, 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, ranging from 5 to 30 years. Assets not in service are not depreciated.

Volunteer Services

A number of volunteers have donated their time to the Organization's various programs and administrative services. The value of these services has not been included in the accompanying consolidated financial statements since the volunteers' time does not meet criteria for recognition. The estimated value of donated time for the years ended December 31, 2015 and 2014 is approximately \$870,000 and \$810,000, respectively.

Functional Expense Allocation

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

Income Taxes

The Organization is a tax-exempt Section 170(b)(1)(A)(vi) public charity as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

The standards for accounting for uncertainty in income taxes require the Organization to report any uncertain tax positions and to adjust its financial statements for the impact thereof. As of December 31, 2015 and 2014, the Organization determined that it had no tax positions that did not meet the more-likely-than-not threshold of being sustained by the applicable tax authority. The Organization files an informational return in the United States. This return is generally subject to examination by the federal government for up to three years.

No provision for taxes on income is made in the Limited Partnerships' financial statements since, as a partnership, all taxable income and losses are allocated to the partners for inclusion in their respective tax returns.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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2. Property and Equipment

Property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Land	\$ 3,112,699	\$ 3,112,699
Land improvements	595,300	595,300
Buildings and improvements	27,901,568	27,743,643
Furniture and fixtures	501,900	496,456
Equipment	324,134	336,464
Vehicles	<u>290,475</u>	<u>214,065</u>
	32,726,076	32,498,627
Less: accumulated depreciation	<u>7,284,367</u>	<u>6,386,721</u>
Property and equipment, net	<u>\$ 25,441,709</u>	<u>\$ 26,111,906</u>

In June 2014, land located at Spruce Street and Massabesic Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. This land will be developed into the Hollow's Community Garden and Learning Center. The project is intended to improve the quality of life of at-risk children and families by providing immediate hunger relief, expanding food access and delivering hands-on educational experiences.

In September 2014, a three-family building and land located on Spruce Street in Manchester, New Hampshire was donated to FIT by the City of Manchester. The property was transferred from FIT to Housing Benefits. Housing Benefits intends to rehabilitate the project into rental housing for low-income households. All construction will incorporate energy efficiencies to reduce operating costs and help ensure long-term affordability.

3. Development in Process

In 2014, the Organization began the pre-construction phase on its Family Place Resource Center and Shelter through funding received from New Hampshire Housing Finance Authority (NHHFA), Community Development Finance Authority funds and donations. The facility will house a new and expanded family shelter as well as a comprehensive resource center designed to meet the needs of homeless families and children. The shelter will consist of 11 emergency housing units for families in immediate need of shelter. The services include, but are not limited to, centralized assessment and referral, hot meals, access to an onsite food pantry, onsite medical care and therapeutic preschool programming for children. The project was completed in December 2015 and began providing services in January 2016. At December 31, 2015, the Organization had invested approximately \$1.7 million in the facility which is included in development in process in the consolidated statements of financial position.

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2015

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4. Line of Credit

The Organization has an unsecured line of credit agreement, renewed annually, with a financial institution in the amount of \$100,000. During the term of the agreement, the interest rate on any outstanding principal balance shall be equal to the base rate, as defined by the financial institution, with a floor of 4%. There was no outstanding balance or activity as of and for the years ended December 31, 2015 and 2014.

5. Long-term Debt

Long-term debt consisted of the following:

	<u>2015</u>	<u>2014</u>
A mortgage loan payable to NHHFA in monthly payments of \$680, including interest at 1% and an escrow of \$289. The loan is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The loan is due and payable in full in January 2033.	\$ 64,186	\$ 67,613
A note payable to NHHFA. The note is noninterest bearing and is collateralized by real estate located on Amherst Street, Manchester, New Hampshire. The note is due and payable upon sale or refinancing of the property or in June 2042.	163,283	157,283
A mortgage loan payable to St. Mary's Bank in monthly payments of \$990, including interest at 4.55%. The loan is collateralized by real estate on Spruce Street, Manchester, New Hampshire and is due and payable in full in February 2019.	127,772	132,207
A vehicle loan on an activity bus payable to New Hampshire Health and Education Facilities Authority in monthly payments of \$525 at 1% annual interest rate. The loan is due and payable in February 2017.	7,310	13,492
A mortgage loan payable to TD Bank, N.A. in monthly payments of \$1,359, including interest at 7.1%. The loan is collateralized by real estate at Beech Street, Manchester, New Hampshire. The loan is due and payable in full in November 2023.	90,702	100,050
A mortgage loan payable to RBS Citizens Bank in monthly payments of \$2,126, including interest at 7.18%. The loan is collateralized by real estate on Douglas Street, Manchester, New Hampshire. The loan is due and payable in full in April 2024.	243,224	250,676

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

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<p>A mortgage note payable by Bicentennial to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,095 include interest at 4.75% per annum until the principal and interest are fully paid with the final installment due and payable on May 1, 2034.</p>	159,494	164,904
<p>A noninterest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 50% of surplus cash are due. The note is due and payable on May 28, 2033. This is nonrecourse.</p>	85,018	102,647
<p>A no-interest bearing note payable by Bicentennial to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable on May 28, 2033. This note is nonrecourse and is subordinate to the \$85,018 note payable.</p>	337,720	337,720
<p>A noninterest bearing note payable by Bicentennial to Merrimack County, collateralized by real estate and various financing instruments. The note is due and payable in full in May 2033.</p>	260,000	260,000
<p>A noninterest bearing note payable by Millyard II to NHHFA, collateralized by real estate and various financing instruments. Annual payments of 25% of surplus cash are due. The note is due and payable upon sale or refinancing of the property or in May 2031. This loan is nonrecourse.</p>	461,696	461,696
<p>A mortgage note payable by Millyard II to NHHFA, collateralized by real estate and personal property. Monthly payments of \$1,729 include principal and interest at 3.5% per annum. The final installment is due and payable on September 1, 2032.</p>	257,265	268,758
<p>A note payable by Millyard II to the City of Manchester, New Hampshire, collateralized by real estate and various financing instruments. A payment of interest shall be made annually no later than August 1 each year based on 42.5% of the net cash flow. In any year where the Debt Coverage Ratio exceeds 1.15 to 1, principal payments shall be made no later than August 1 in an amount that will result in a 1.15 to 1 Debt Coverage Ratio. All unpaid amounts are due and payable in full on August 1, 2031. This note is nonrecourse.</p>	226,725	226,725

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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<p>A noninterest bearing note payable by Millyard II to the New Hampshire Community Loan Fund, Inc. (NHCLF), collateralized by real estate. Payment of principal is due and payable on December 31, 2031. This note is nonrecourse.</p>	250,000	250,000
<p>A mortgage note payable by Millyard Families I to the City of Manchester Community Improvement Program, collateralized by real estate. The note is noninterest bearing and is due and payable in January 2027.</p>	230,000	230,000
<p>A second mortgage note payable by Millyard Families I to NHCLF, collateralized by real estate. Monthly payments of \$1,121 include principal and interest at 2% per annum. The final installment is due and payable on June 15, 2022.</p>	81,919	93,604
<p>A mortgage note payable by Family Bridge to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on August 30, 2034.</p>	850,000	850,000
<p>A promissory note payable by Family Bridge to TD Bank, N.A., collateralized by real estate. Monthly payments of \$3,953 include principal and interest at 7.71%. The note is payable in full in October 27, 2023 and is guaranteed by FIT and Family Mill.</p>	473,244	483,093
<p>A promissory note payable by Family Bridge to the City of Manchester, New Hampshire. The note is noninterest bearing with annual payments of 50% of net cash flow payable by October 1. The outstanding principal is due by October 1, 2034. The note is collateralized by real estate and is nonrecourse.</p>	600,000	600,000
<p>A mortgage note payable by Family Willows to NHHFA, collateralized by real estate and personal property. The note bears no interest and is to be repaid from 50% of available surplus cash annually with all remaining principal due on July 9, 2037.</p>	568,617	598,957
<p>A note payable by Family Willows to the City of Manchester, New Hampshire. The note is noninterest bearing and has an annual payment of \$9,091 payable on October 1. All outstanding principal is due by October 2029. The note is collateralized by real estate and is nonrecourse.</p>	118,181	127,272

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

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A note payable by Family Willows to RBS Citizens Bank, collateralized by real estate. Monthly payments of \$1,882 include principal and interest at 3.5%, based on the prime rate capped at 6%. The note is payable in full on June 27, 2033 and is guaranteed by FIT and Big Shady Tree.	300,086	312,442
A mortgage note payable by School & Third Street to NHHFA, collateralized by real estate and personal property. Monthly payments of \$2,774 include principal and interest at 8% per annum. The note is due in February 2021.	142,347	163,281
A second mortgage note payable by School & Third Street to NHCLF, collateralized by real estate and personal property. The note bears no interest and monthly payments of \$2,774 will commence on April 15, 2021 and continue until maturity in October 2039.	617,613	617,613
A mortgage note payable by Belmont Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by December 2040.	419,370	419,370
A privately-financed mortgage note collateralized by property located at South Main Street in Concord, New Hampshire. Monthly payments of \$3,158 include principal and interest at 6.25% per annum. The note will be paid in full in September 2031.	379,138	392,864
A mortgage note payable from Lowell Street to NHHFA, collateralized by real estate and personal property. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full in August 2040.	34,628	44,312
A second, noninterest bearing, mortgage note payable from Lowell Street to the City of Manchester, New Hampshire, collateralized by real estate. Annual payments equal to the greater of 25% of new cash flow or \$4,000 commenced in October 2012 and will continue until the maturity date in June 2041.	176,022	180,864

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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<p>A noninterest promissory note payable from Lowell Street to NHHFA collateralized by a mortgage and security agreement on real estate. The note will be forgiven 1/15th annually over the low-income housing tax credit compliance period. During 2015 and 2014, \$131,267 was recognized as other income in the consolidated statement of activities.</p>	1,378,298	1,509,565
<p>A mortgage note payable from Dover to NHHFA, collateralized by the real estate and personal property. The noninterest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2028.</p>	221,428	221,428
<p>A noninterest mortgage note payable to the City of Manchester Community Improvement Program, collateralized by real estate located at 393-395 Spruce Street. The note has a borrowing limit of \$500,000. As costs are incurred Housing Benefits will be reimbursed by the City of Manchester. Annual payments of the greater of 25% of net cash flow or \$5,000 are due by October 1 commencing October 1, 2015. The note is due in full by October 1, 2045.</p>	129,708	63,283
<p>A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 167 Lake Avenue and personal property located at 161 South Beech Street, Unit 2. Monthly payments of \$1,921 include principal and interest at 3.41%. The note is due in full by April 2019.</p>	416,086	424,556
<p>A vehicle loan payable in monthly payments of \$488, including interest at 4.06%. The loan is due in September 2020 and is collateralized by the related vehicle.</p>	25,286	-
<p>A vehicle loan payable in monthly payments of \$760, including interest at 5.374%. The loan is due in November 2020 and is collateralized by the related vehicle.</p>	38,595	-
<p>A mortgage note payable to NHHFA, collateralized by the real estate at Lake Avenue, Manchester, New Hampshire. The non-interest bearing note requires annual payments in amounts equal to 50% of surplus cash. The note is payable in full by June 2044.</p>	646,564	-

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(With Comparative Totals for December 31, 2014)**

A mortgage note payable to TD Bank, N.A., collateralized by real estate located at 641 Hayward Street, Manchester, New Hampshire. Monthly payments of \$1,091 include principal and interest at 4.25%. The note is due in full by January 2040.	<u>197,367</u>	<u>-</u>
	10,778,892	10,126,275
Less current portion	<u>184,407</u>	<u>182,916</u>
	<u>\$ 10,594,485</u>	<u>\$ 9,943,359</u>

Principal maturities of the above notes over the next five years and thereafter are as follows:

2016	\$ 184,407
2017	166,391
2018	173,305
2019	671,456
2020	173,981
Thereafter	<u>9,409,352</u>
	<u>\$ 10,778,892</u>

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

Temporarily restricted net assets are restricted for the following purposes:

	<u>2015</u>	<u>2014</u>
The Family Place - services	\$ 52,000	\$ 53,672
The Family Place - development	140,115	241,000
Research and training	-	26,333
Scholarships and tutoring	13,348	4,375
VISTA program	50,623	38,511
Housing programs	8,432	4,750
Direct care for clients	198,460	79,851
Community Gardens	46,204	71,222
Grant receivable - time restricted	<u>97,000</u>	<u>-</u>
	<u>\$ 606,182</u>	<u>\$ 519,714</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

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7. Commitments

Under the terms of the Limited Partnerships' Regulatory Agreements with NHHFA, each Limited Partnership is required to make deposits to various escrow accounts to fund expected future costs.

Each Limited Partnership has entered into a Land Use Restriction Agreement with NHHFA, as a condition of the allocation of low-income housing tax credits by NHHFA. Pursuant to the covenant, the Limited Partnerships are required to remain in compliance with Code Section 42 for the compliance period and an extended use period, unless terminated sooner.

8. Retirement Plan

The Organization has a tax deferred retirement plan which is available to all employees working greater than 25 hours a week. All employees are eligible to participate and are fully vested with the first contribution. The Organization matches contributions at 100% up to 3% of compensation. The Organization contributed \$32,880 and \$31,138 during the years ended December 31, 2015 and 2014, respectively.

9. Housing Action New Hampshire

In 2011, the Organization entered into a Fiscal Sponsorship Agreement with Housing Action New Hampshire (HANH), an unincorporated association. Authority to manage the programmatic activities of HANH is vested solely in HANH. The Organization maintains the books and financial records for HANH in accordance with U.S. GAAP. HANH funds are presented in the Organization's consolidated statement of financial position as funds held as fiscal agent.

10. Noncontrolling Interest

Noncontrolling interest, as shown in the consolidated statement of financial position, represents investments by limited partners in the Limited Partnerships as follows as of December 31:

<u>Limited Partner</u>	<u>Property</u>	<u>2015</u>	<u>2014</u>
Community Capital 2000 New Hampshire Housing Equity Fund, Inc.	Millyard II	\$ 932,812	\$ 1,000,929
JP Morgan Chase	Bicentennial	302,918	352,882
BCCC, Inc.	Bicentennial	303,031	352,985
Boston Capital Corporate	Family Bridge	10	10
BCCC, Inc.	Family Bridge	1,486,889	1,660,467
Boston Capital Midway	Family Willows	10	10
	Family Willows	<u>2,222,670</u>	<u>2,323,771</u>
		<u>\$ 5,248,340</u>	<u>\$ 5,691,054</u>

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

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11. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, the Organization has considered transactions or events occurring through March 22, 2016, which was the date the consolidated financial statements were available to be issued. Management has not evaluated subsequent events after that date for inclusion in the consolidated financial statements.

SUPPLEMENTARY INFORMATION

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Financial Position

December 31, 2015

ASSETS

	Families In Transition Unrestricted	Limited Partnerships	Housing Benefits	Family OutFitters	Manchester Emergency Housing	Families in Transition Temporarily Restricted	Eliminations	Total
Current assets	\$ 192,475	\$ 44,014	\$ 141,493	\$ 138,761	\$ 1,701	\$ 509,182	\$ -	\$ 1,027,926
Cash and cash equivalents	90,123	-	-	-	-	-	-	90,123
Funds held as fiscal agent	130,310	8,417	6,473	-	-	-	(114,988)	30,212
Accounts receivable	152,293	-	-	-	14,308	150,687	-	317,288
Grants receivable	8,033	20,944	12,650	1,278	250	-	-	43,155
Prepaid expenses	-	-	-	-	-	-	-	-
Accrued interest receivable on related party note	835,018	-	-	-	-	-	(835,018)	-
Reserve cash designated for properties	53,642	382,697	281,254	-	-	-	-	717,593
Due from related party	321,153	-	66,208	133,677	-	-	(512,229)	8,809
Other current assets	5,590	19,754	15,958	-	-	-	-	41,302
Total current assets	1,788,637	475,826	524,036	273,716	16,259	659,869	(1,462,235)	2,276,108
Replacement reserves	39,386	187,256	104,574	-	-	-	-	331,216
Related party notes receivable	1,725,799	-	-	-	-	-	(1,725,799)	-
Investments	10,435	-	-	-	-	-	-	10,435
Investment in related entities	1,186,347	-	25,051	-	-	-	(1,220,397)	1,001
Property and equipment, net	2,983,135	13,452,214	8,920,829	49,844	35,687	-	-	25,441,709
Development in process	1,699,907	-	181,654	-	-	-	-	1,881,561
Other assets, net	-	61,357	68,487	-	-	-	-	129,844
Total assets	\$ 9,443,646	\$ 14,176,653	\$ 9,824,631	\$ 323,560	\$ 51,946	\$ 659,869	\$ (4,408,431)	\$ 30,071,874

LIABILITIES AND NET ASSETS

Current liabilities	\$ 60,690	\$ 64,239	\$ 52,294	\$ 7,184	\$ -	\$ -	\$ -	\$ 184,407
Current portion of long-term debt	121,695	136,362	54,486	3,227	1,161	-	(114,988)	203,943
Accounts payable	89,780	663,564	214,486	14,200	5,618	-	(835,018)	152,630
Accrued expenses	90,123	-	-	-	-	-	-	90,123
Funds held as fiscal agent	45,803	28,300	269,301	115,912	95	53,687	(512,229)	869
Due to related entities	5,850	21,269	17,546	-	-	-	-	44,665
Other current liabilities	-	-	-	-	-	-	-	-
Total current liabilities	413,941	915,734	608,113	140,523	6,874	53,687	(1,462,235)	676,637
Long-term debt, less current portion	2,102,862	6,209,606	3,976,406	31,410	-	-	(1,725,799)	10,594,485
Total liabilities	2,516,803	7,125,340	4,584,519	171,933	6,874	53,687	(3,188,034)	11,271,122
Net assets	6,926,843	1,802,973	5,240,112	151,627	45,072	-	(1,220,397)	12,946,230
Unrestricted - controlling interest	-	5,248,340	-	-	-	-	-	5,248,340
Unrestricted - noncontrolling interest	-	-	-	-	-	-	-	-
Total unrestricted	6,926,843	7,051,313	5,240,112	151,627	45,072	-	(1,220,397)	18,194,570
Temporarily restricted	-	-	-	-	-	606,182	-	606,182
Total net assets	6,926,843	7,051,313	5,240,112	151,627	45,072	606,182	(1,220,397)	18,800,752
Total liabilities and net assets	\$ 9,443,646	\$ 14,176,653	\$ 9,824,631	\$ 323,560	\$ 51,946	\$ 659,869	\$ (4,408,431)	\$ 30,071,874

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Activities

Year Ended December 31, 2015

	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFitters	Manchester Emergency Housing	Eliminations	Unrestricted Total	Temporarily Restricted	Total
Revenue and support									
Federal, state and other grant support	\$ 2,195,946	\$ 93,497	\$ 182,579	\$ -	\$ 133,878	\$ (381,030)	\$ 2,224,870	\$ 558,127	\$ 2,782,997
Rental income, net of vacancies	293,531	937,526	607,310	-	2,793	(79,004)	1,762,156	-	1,762,156
Thrift store sales	-	-	-	721,821	-	-	721,821	-	721,821
Public support	184,182	-	-	4,342	-	-	188,524	-	188,524
Tax credit revenue	192,533	-	-	-	-	-	192,533	-	192,533
Special events	135,307	-	-	-	-	-	135,307	-	135,307
Property management fees	531,817	-	-	-	-	(531,817)	-	-	-
VISTA program revenue	72,888	-	-	-	-	-	72,888	-	72,888
Unrealized (losses) gains on investments	(227)	-	-	-	-	-	(227)	-	(227)
Loss on disposal of assets	(8,074)	(3,076)	-	-	-	-	(11,150)	-	(11,150)
Interest income	96,115	234	254	-	-	(67,770)	28,833	-	28,833
In-kind donations	4,970	-	-	-	-	-	4,970	-	4,970
Forgiveness of debt	-	-	131,267	-	-	-	131,267	-	131,267
Medicaid reimbursements	175,366	-	-	-	-	-	175,366	-	175,366
Other income	325,792	21,089	9,744	12,071	-	(60,000)	308,696	-	308,696
Net assets released from restrictions	471,659	-	-	-	-	-	471,659	(471,659)	-
Total revenue and support	4,671,805	1,049,270	931,154	738,234	136,671	(1,119,621)	6,407,513	86,468	6,493,981
Expenses									
Program activities	3,056,936	1,453,977	1,165,125	687,265	143,772	(1,103,313)	5,403,762	-	5,403,762
Fundraising	329,373	-	-	-	-	-	329,373	-	329,373
Management and general	353,312	38,047	27,737	14,860	500	(16,308)	418,148	-	418,148
Total expenses	3,739,621	1,492,024	1,192,862	702,125	144,272	(1,119,621)	6,151,283	-	6,151,283
Excess (deficiency) of revenue and support over expenses	932,184	(442,754)	(261,708)	36,109	(7,601)	-	256,230	86,468	342,698
Contribution for long-term purposes	-	-	50,000	-	-	-	50,000	-	50,000
Change in net assets	\$ 932,184	\$ (442,754)	\$ (211,708)	\$ 36,109	\$ (7,601)	\$ -	\$ 306,230	\$ 86,468	\$ 392,698

FAMILIES IN TRANSITION, INC. AND SUBSIDIARIES

Consolidating Statement of Functional Expenses

Year Ended December 31, 2015

	Program Activities							Total
	Families In Transition Operating	Limited Partnerships	Housing Benefits	Family OutFitters	Manchester Emergency Housing	Fundraising	Management and General	
Salaries and benefits	\$ 1,095,932	\$ -	\$ 321,120	\$ 337,347	\$ 91,099	\$ 185,321	\$ 166,811	\$ 2,197,630
Salaries and wages	-	-	-	-	-	-	-	-
Temporary labor	103,014	-	62,488	47,386	8,738	17,485	15,738	254,849
Employee benefits	84,008	-	21,966	25,301	6,991	14,259	12,835	165,360
Payroll taxes	-	-	-	-	-	-	-	-
Total salaries and benefits	1,282,954	-	405,574	410,034	106,828	217,065	195,384	2,617,839
Advertising	9,670	-	-	30,221	-	946	852	41,689
Amortization	-	8,989	6,524	-	-	-	-	15,513
Application and permit fees	-	1,080	2,160	-	-	-	-	3,240
Bad debts	5,504	7,657	6,077	-	-	-	-	19,238
Bank charges	-	-	-	-	-	-	15,307	15,307
Consultants	-	-	1,164	1,440	1,155	-	4,557	8,316
Depreciation	110,354	482,630	274,434	3,286	5,012	18,730	16,860	911,306
Events	-	-	-	3,118	-	37,569	-	40,687
General insurance	27,085	39,940	25,522	3,486	7,410	495	20,682	124,620
Interest expense	70,818	152,664	47,236	110	-	-	-	203,058
Management fees	70,689	222,577	225,437	110	-	-	(67,770)	6,886
Meals and entertainment	3,351	-	-	37	-	569	512	4,469
Membership dues	4,985	-	-	316	-	846	762	6,909
Office supplies	76,694	2,604	2,184	12,107	102	13,017	11,717	118,425
Participant expenses	58,233	-	-	10	834	-	2,454	61,531
Postage	4,581	-	-	506	-	778	700	6,565
Printing	21,164	-	-	1,848	-	3,592	3,233	29,837
Professional fees	-	-	-	-	-	-	112,934	112,934
Related entity expenditures	570,232	-	(189,202)	60,000	-	-	(441,030)	-
Rent	-	-	-	62,696	-	-	16,308	(79,004)
Rental subsidies	137,927	-	-	-	-	-	-	137,927
Repairs and maintenance	49,663	183,069	132,799	40,601	7,103	8,430	7,588	409,253
Staff development	6,454	-	-	-	-	1,096	986	8,536
Taxes	55,573	121,587	86,519	2,625	75	-	-	266,379
Technology support	42,954	1,654	200	828	35	7,290	6,562	59,523
Telephone	39,538	763	8,703	6,087	2,408	6,711	6,041	70,251
Travel	33,376	-	-	6,299	8	5,665	5,099	50,447
Utilities	32,281	226,603	112,936	30,041	8,010	-	-	409,871
VISTA program	304,123	2,160	-	-	-	-	-	306,283
Workers' compensation	38,733	-	16,858	11,569	4,792	6,574	5,918	84,444
Total expenses	\$ 3,056,936	\$ 1,453,977	\$ 1,165,125	\$ 687,265	\$ 143,772	\$ 329,373	\$ 434,456	\$ 6,151,263
								\$ (1,119,621)
								\$ 6,151,263

**Families in Transition
Board of Directors**



FAMILIES IN TRANSITION

Board of Directors

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President, Anagnost Companies
Board member since 2007

Charla Bizios Stevens, Vice Chairperson
*Director, Litigation Department and Chair of Employment Law Practice Group
McLane, Graf, Raulerson & Middleton, P.A.*
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Board member since 2015

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Anagnost Comp Mgr. of Public Relations & Philanthropy
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Kriss Cosmetics, Owner
Board member since 2015

Kelly Mulholland
Senior Vice President, Business Banking Director
Board member since 2016

Families in Transition

Job Description

Job Title: Program Manager

Reports To: COO

FLSA Status: Exempt

Department: Clinical

Essential Duties and Responsibilities include the following. Other duties may be assigned.

General Administrative and clinical oversight and clinical supervision as well as providing quality assurance.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Master's Degree from college or university (M.A., MSW, MS) MLADC and/or LICSW/LCMHC or LMFT with substance use disorders treatment expertise.

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

Microsoft Office products including Word, Excel and Outlook.

Certificates and Licenses:

Board of Mental Health Licensure and/or Board of Alcohol and Drug Counselor Licensure.

Supervisory Responsibilities:

Direct reports from the IOP and Housing Programs as well as interns in the Internship program. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand, use hands to finger, handle, or feel, reach with hands and arms and climb or balance. The employee must occasionally lift and/or move up to 10 pounds.

Families in Transition

Job Description

Job Title: Therapist

Reports To: Program Manager

FLSA Status: Exempt

Department: Supportive Services

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Individual and group therapy, Crisis Line coverage, assessments, internship supervision

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Masters Level; MLADC and/or a LICSW/LCMHC or LMFT with substance use disorders treatment expertise.

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

Microsoft Word and Outlook

Certificates and Licenses:

Valid Driver's License and Licenses as noted above

Supervisory Responsibilities:

Directly supervises Interns in the Internship program. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand; use hands to finger, handle, or feel; reach with hands and arms and climb or balance. The employee must occasionally lift and/or move up to 10 pounds.

Families in Transition

Job Description

Job Title: Intake Coordinator
Reports to: Program Manager
FLSA Status: Exempt
Department: Supportive Services

Essential duties and responsibilities include the following: As well as other duties as assigned.

Conduct initial assessments

Make community referrals

Manage admissions and waitlists

Manage outreach activities

Ensure 3,6 and 12 month follow-up contacts with discharged clients

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Master's Degree; MLADC and/or a LICSW/LCMHC or LMFT

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations

where only limited standardization exists

Computer Skills:

Basic Computer skills needed.

Certificates and Licenses:

Valid Drivers License

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand; use hands to finger, handle, or feel; reach with hands and arms and climb or balance. The employee must occasionally lift and/or move up to 10 pounds.

Families in Transition

Job Description

Job Title: Recovery Support Worker

Reports to: Program Manager

FLSA Status: Exempt

Department: Supportive Services

Essential duties and responsibilities include the following: As well as other duties as assigned.

Work one-on-one with participants to develop recovery plans

Help clients overcome barriers to access services

Manage and provide recovery support programs and services

Co-facilitate groups

Crisis Line coverage

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Master's Degree; MLADC and/or a LICSW/LCMHC or LMFT.

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished

in written, oral, diagram, or schedule form.

Computer Skills:

Basic Computer skills needed.

Certificates and Licenses:

Valid Driver's License

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand; use hands to finger, handle, or feel; reach with hands and arms and climb or balance. The employee must occasionally lift and/or move up to 10 pounds.

Families in Transition

Job Description

Job Title: Recovery Support Worker II

Reports to: Program Manager

FLSA Status: Exempt

Department: Supportive Services

Essential duties and responsibilities include the following: As well as other duties as assigned.

Duties related to Recovery Support for participants, as needed.

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Associates Degree and/or (1) year of experience in the recovery field.

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

Basic Computer skills needed.

Certificates and Licenses:

Valid Driver's License

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand; use hands to finger, handle, or feel; reach with hands and arms and climb or balance. The employee must occasionally lift and/or move up to 10 pounds.

Families in Transition

Job Description

Job Title: Recovery Support Staff/Childcare/Transportation

Reports to: Program Manager

FLSA Status: Exempt

Department: Supportive Services

Essential duties and responsibilities include the following: As well as other duties as assigned.

Provide childcare

Provide children's programming

Provide parenting support

Provide transportation

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Associates Degree in Human Services with childcare experience

Language Ability:

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Math Ability:

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Ability:

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

Computer Skills:

Basic Computer skills needed.

Certificates and Licenses:

Valid Driver's License

Supervisory Responsibilities:

This job has no supervisory responsibilities.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to walk. The employee is occasionally required to stand; use hands to finger, handle, or feel; reach with hands and arms and climb or balance. The employee must occasionally lift and/or move up to 10 pounds.

Families in Transition

Job Description

Job Title: Medical Biller
Reports To: Chief Financial Officer/Program Manager
FLSA Status: Non-exempt
Department: Administration/Supportive Services

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Manage the application process to alternative payers as well as process and submit all reimbursement requests and research new payers.

Follow-up on claim issues

Qualifications:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education/Experience:

Bachelor's degree from college or university; and three years related experience and/or training; or equivalent combination of education and experience.

Language Ability:

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.

Math Ability:

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills:

Microsoft Excel and Word, computerized accounting/billing software

Certificates and Licenses:

Medical Billing certification preferred.

Supervisory Responsibilities:

None.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and use hands to finger, handle, or feel. The employee is frequently required to talk or hear.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TBD	Program Manager	80,600	50%	40,300
TBD	Therapist	59,280	100%	59,280
TBD	Therapist	59,280	100%	59,280
TBD	Intake Coordinator	52,000	100%	52,000
TBD	Recovery Support Worker I	52,000	100%	52,000
TBD	Recovery Support Worker II	31,200	100%	31,200
TBD	Recovery Support Staff	24,960	63%	15,600
TBD	Medical Biller	34,320	50%	17,160

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (16-DHHS-DCBCS-BDAS-04-02)

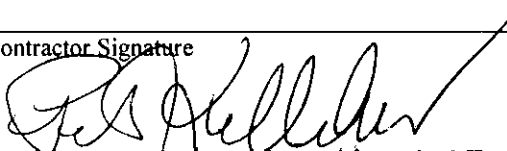
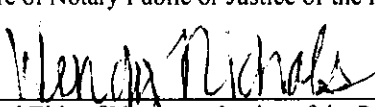
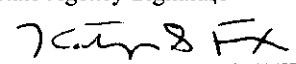

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

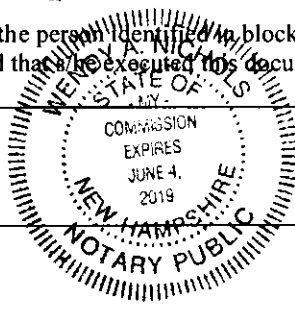
AGREEMENT

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 & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Greater Nashua Council on Alcoholism		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number (603) 882-3616 EXT 1103	1.6 Account Number 05-95-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$480,000
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/15/16</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 he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Wendy Nichols, Notary			
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. Vople, Attorney On: <u>5/16/16</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

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 

Date 5/5/16

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.

Contractor Initials

Date



5/5/16



Exhibit A

SCOPE OF SERVICES

1. Provisions Applicable to All Services

1.1. 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.

2. Scope of Services

2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care which build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.

2.2. The Contractor shall expand substance use disorder (SUD) services through the creation of new programs and the expansion of existing programs in partnership with its sister-agency, Harbor Homes, Inc., operator of a federally qualified health center, Harbor Care Health and Wellness Center, to serve approximately 912 (duplicated) individuals including, but not limited to:

2.2.1. Adolescents who have experienced or witnessed significant trauma.

2.2.2. Adults involved in the criminal justice system.

2.2.3. Adults who have been prescribed medication assisted treatment for opioid use disorders.

2.3. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services, including but not limited to:

2.3.1. New Partial Hospitalization services.

2.3.2. New Transitional Living services.

2.3.3. New Withdrawal Management services—Level 1-WM.

2.3.4. New Withdrawal Management Services—Level 3.7-WM.

2.3.5. Expanded Intensive Outpatient Program (IOP) services.

2.4. The Contractor shall provide services described in Section 2.3 to individuals by ensuring:

2.4.1. Expansion of physical plant space, not including capitol improvements.

2.4.2. Administrative equipment and supplies are purchased, ready and available to staff.

2.4.3. Expansion of technology capabilities by securing software and cloud-based services, hardware, and related training, which includes but is not limited to:



Exhibit A

- 2.4.3.1. GE Centricity electronic health record and practice management software.
- 2.4.3.2. Client Track case management cloud-based services.
- 2.4.3.3. SharePoint team collaboration software.
- 2.4.3.4. Upgraded phone system to be determined.
- 2.4.4. Providing staff development and leadership training.
- 2.5. The Contractor shall provide new partial hospitalization services for an estimated one hundred (100) adults with co-occurring disorders in Nashua. The Contractor shall:
 - 2.5.1. Deliver evidence-based partial hospitalization services over a minimum of six (6) hours per scheduled day, over the course of four (4) to six (6) weeks, which include but are not limited to:
 - 2.5.1.1. Psychiatric and medical evaluations and weekly monitoring by a board certified/eligible psychiatrist or psychiatric nurse practitioner.
 - 2.5.1.2. Substance use evaluation and counseling.
 - 2.5.1.3. Psychological testing.
 - 2.5.1.4. Integrated Cognitive Behavioral Therapy, Seeking Safety, and Motivational Interviewing best-practice individual and group therapy approaches.
 - 2.5.1.5. Behavioral plans.
 - 2.5.1.6. Therapeutic milieu.
 - 2.5.1.7. Nursing.
 - 2.5.1.8. Medication management (including detoxification, as appropriate).
 - 2.5.1.9. Rehabilitation recovery counseling.
 - 2.5.1.10. Vocational counseling.
- 2.6. The Contractor shall deliver new Transitional Living Services in Nashua for up to six (6) months per resident. The Contractor shall:
 - 2.6.1. Maintain capacity to serve up to twelve (12) adult residents per year, six (6) residents at any given time.
 - 2.6.2. Provide transitional living services using evidence-based practices, which includes, but is not limited to:
 - 2.6.2.1. Seeking Safety.
 - 2.6.2.2. Cognitive Behavioral Therapy.
 - 2.6.2.3. Motivational Interviewing.
 - 2.6.3. Provide residents with a minimum of three (3) hours of long-term SUD treatment program services per week.

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Exhibit A

- 2.6.4. Work with residents to secure employment.
- 2.6.5. Collect rental payments from eligible residents and return 50 percent of payments to residents upon leaving the program.
- 2.7. The Contractor shall deliver new Level 1-WM and Level 3.7-WM Withdrawal Management Services. The Contractor shall:
 - 2.7.1. Develop capacity to deliver 24/7 medically monitored residential detoxification, stabilization, and withdrawal management services for up to 150 Level 1-WM clients, and up to forty (40) Level 3.7-WM clients adults. The Contractor shall ensure capacity includes, but is not limited to:
 - 2.7.1.1. Six (6) beds in Nashua for withdrawal management services.
 - 2.7.1.2. Medical respite residential services on an as-needed basis for opioid/opiate withdrawal in Nashua.
 - 2.7.2. Provide related evaluation and stabilization services.
- 2.8. The Contractor shall expand Intensive Outpatient Programs (IOP) services to include services for up to 250 individuals, statewide. The Contractor shall:
 - 2.8.1. Deliver evidence-based IOP approaches, that include but are not limited to the following treatment approaches:
 - 2.8.1.1. Integrated Seeking Safety and Trauma Systems Therapy (estimated fifty (50) adolescents).
 - 2.8.1.2. Integrated Matrix Model of Care, Thinking for Change, and Seeking Safety (150 adults in the correctional system who are not incarcerated).
 - 2.8.1.3. Integrated Medication Assisted Treatment using Matrix Model of Care and Seeking Safety (estimated fifty (50) adults).
 - 2.8.2. Structure individual and group IOP sessions to include but not be limited to:
 - 2.8.2.1. Meeting three (3) times each week for ten (10) weeks.
 - 2.8.2.2. Transitioning to relapse prevention sessions for an additional ten (10) weeks.
 - 2.8.2.3. Providing ongoing consultation for medical and psychiatric client issues within eight (8) hours by phone, and within 48 hours face-to-face as needed.
- 2.9. The Contractor shall provide ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improves. The Contractor shall:
 - 2.9.1. Conduct record reviews of active and closed records under the supervision of the Clinical Director at least quarterly.
 - 2.9.2. Utilize record review results to identify and engage in process and performance improvement activities.

3. Staffing



Exhibit A

- 3.1. The Contractor shall hire additional staff to provide expanded and new services, which shall include but not be limited to:
 - 3.1.1. Director of Quality Improvement (1.0 FTE) who will be responsible for quality improvement program leadership and related activities.
 - 3.1.2. Training Coordinator (.5 FTE) responsible for development and implementation of a three (3) year staff development plan.
 - 3.1.3. SharePoint Administrator (.2 FTE) responsible for application administration, including deployment and ongoing oversight and maintenance.
- 3.2. The Contractor shall ensure that participants receive high quality, effective services by ensuring all staff participates in staff development and education. The Contractor shall:
 - 3.2.1. Develop a three (3) year staff development plan with requirements to review it at least annually, and modify the plan as needed.
 - 3.2.2. Train staff in the following core competencies as appropriate to their job duties:
 - 3.2.2.1. Cognitive behavioral therapy.
 - 3.2.2.2. Motivational interviewing.
 - 3.2.2.3. Seeking Safety.
 - 3.2.2.4. Matrix Model of Care.
 - 3.2.2.5. Family centered treatment.
 - 3.2.2.6. Thinking for Change.
 - 3.2.2.7. Trauma Systems Therapy.
 - 3.2.2.8. Certified Recovery Support Worker Certification.
 - 3.2.2.9. Screening, Brief Intervention, and Referral to Treatment (SBIRT).
 - 3.2.2.10. Team-based care.
 - 3.2.2.11. Integration of behavioral and primary health care.
 - 3.2.3. Coordinate information technology training to support new systems capabilities described in Section 2.3.2.
 - 3.2.4. Conduct web-based Skill Soft training which shall include, but not be limited to:
 - 3.2.4.1. HIPPA compliance.
 - 3.2.4.2. Work safety.
 - 3.2.4.3. Sexual harassment.



Exhibit A

- 3.2.5. Provide specialized training for Quality Improvement Committee staff to better prepare them to evaluate performance in the context of the new integrated care model.
- 3.2.6. Require each staff member to develop an individualized staff development plan and contribute at least 5 percent of their time to training and advanced education.
- 3.3. The Contractor shall conduct regular review of work performed by clinical staff, including:
 - 3.3.1. Individual and group staff meetings with supervisors.
 - 3.3.2. Staff competency assessments.
 - 3.3.3. Identification of training needs and related coordination.

4. Reporting

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
 - 4.1.1. Provide narrative, electronic reports to the Department that include but are not limited to, information on:
 - 4.1.1.1. Initial staffing updates.
 - 4.1.1.2. Staff training.
 - 4.1.1.3. Physical plant expansion updates.
 - 4.1.1.4. Updates on the progress of program implementation and outcomes.
 - 4.1.1.5. Any barriers or challenges to timely program implementation.
 - 4.1.1.6. Budget to actuals/monthly expenditure of funds.
 - 4.1.1.7. Plans to overcome barriers identified in Section 4.1.1.3 during the following month.

5. Deliverables

- 5.1. The Contractor shall purchase all equipment and furniture needed to outfit expanded and/or new facilities no later than 75 days from the contract effective date.
- 5.2. The Contractor shall hire the Quality Improvement Director described in Section 3.1.1, no later than 75 days after the contract effective date.
- 5.3. The Contractor shall secure technology capabilities described in Section 2.3.2 to deliver SUD treatment and recovery services 120 days after the contract effective date, SharePoint excepted. SharePoint shall be fully implemented within 365 days of the contract effective date.
- 5.4. The Contractor shall provide, for Department approval, a staff development plan as noted in Section 3.2.1 to the Department no later than sixty (60) days from the contract effective date.

A handwritten signature in black ink, appearing to be 'JK' or similar initials, written over a horizontal line.



Exhibit A

- 5.4.1 The Staff Development plan must also include the plan and a proposed schedule for staff training at hire, including onboarding and orientation, as well as ongoing and refresher training during the duration of the contract period.
- 5.5. The Contractor shall hire all identified in Section 3, staffing no later than six (6) months after the contract effective date.
- 5.6. The Contractor shall provide services described in Section 2.3.1 to at least 50 percent (as a percentage of new or expanded programs brought on-line) of proposed capacity no later than 120 days after the contract effective date.



Method and Conditions Precedent to Payment

1. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<https://www.cfda.gov>) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with Exhibit B-1 Budgets to expand services in accordance with Exhibit A, Scope of Services.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual costs incurred for the previous month.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring amounts between budget line items in Exhibit B-1, Budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Handwritten initials, possibly 'RW', in black ink.

Exhibit B-1

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

Bidder/Program Name: Greater Nashua Council Greater Nashua Council on Alcoholism, Inc.

Budget Request for: Substance Use Disorder (SUD) Treatment Services - Infrastructure Expansion

Budget Period: July 1, 2016 through June 30, 2017

1. Total Salary/Wages	\$ 124,760.00	\$ -	\$ 124,760.00	\$ -
2. Employee Benefits	\$ 24,952.00	\$ -	\$ 24,952.00	\$ -
3. Consultants	\$ 8,725.00	\$ -	\$ 8,725.00	\$ -
4. Equipment:				
Rental		\$ -	\$ -	\$ -
Repair and Maintenance		\$ -	\$ -	\$ -
Purchase/Depreciation	\$ 23,500.00	\$ -	\$ 23,500.00	\$ -
5. Supplies:				
Educational	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -
Medical	\$ 28,000.00	\$ -	\$ 28,000.00	\$ -
Office	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 37,500.00	\$ -	\$ 37,500.00	\$ -
8. Current Expenses				
Telephone	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
Postage	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 35,500.00	\$ -	\$ 35,500.00	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 165,563.00	\$ -	\$ 165,563.00	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 480,000.00	\$ -	\$ 480,000.00	\$ -

Indirect As A Percent of Direct

0.0%

Contractor Initials: 

Date: 5/5/16



SPECIAL PROVISIONS

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

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

JW



- 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 Division reserves the right to renew the Contract for up to two 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



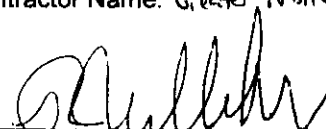
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

5/5/16
Date


Name: Peter Kelleher
Title: President and CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

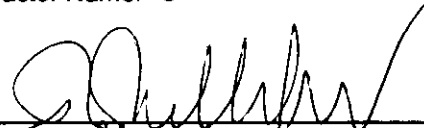
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: *Greater Nashua Council on Alcoholism*

5/5/16
Date


Name: *Peter Kelleher*
Title: *President and CEO*

Contractor Initials *JK*

Date 5/5/16



**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

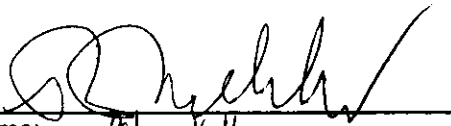
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 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: *Greater Nashua Council on Alcoholism*

5/5/16
Date


Name: *Peter Keller*
Title: *President and CEO*



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

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

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

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

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

Exhibit G

Contractor Initials 

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: Greater Nashua Council on Alcoholism

5/5/16
Date

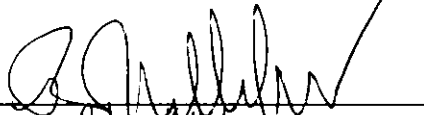

Name: Peter Kelleher
Title: President and CEO

Exhibit G

Contractor Initials RK

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: *Greater Nashua Council on Alcoholism*

5/5/16
Date

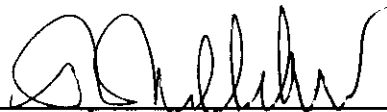

Name: *Peter Kelleher*
Title: *President and CEO*



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



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.

The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director Div of Behavioral Health
Title of Authorized Representative

5/13/16
Date

Greater Nashua Council on Alcoholism
Name of the Contractor

Peter Kelleher
Signature of Authorized Representative

Peter Kelleher
Name of Authorized Representative

President and CEO
Title of Authorized Representative

5/15/16
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.

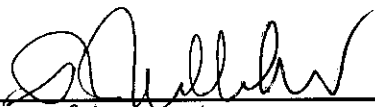
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: *Greater Nashua Council on Alcoholism*

5/5/16
Date


Name: *Peter Kelleher*
Title: *President and CEO*



FORM A

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

1. The DUNS number for your entity is: 60-201-8707
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:

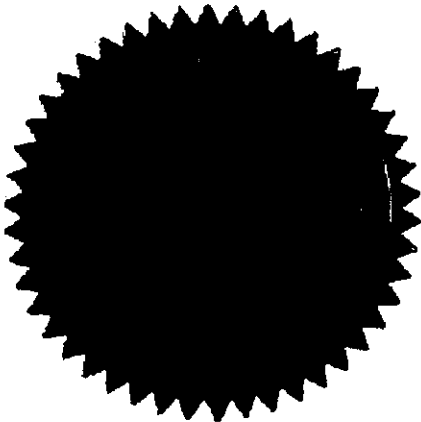
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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 GREATER NASHUA COUNCIL ON ALCOHOLISM is a New Hampshire nonprofit corporation formed December 16, 1983. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th 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, Laurie Gagner, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Greater Nashua Council on Alcoholism.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 5/5/16:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5 day of May, 2016.
(Date Contract Signed)

4. Peter Kelleher is the duly elected President and CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Laurie Gagner, Secretary
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 5th day of May, 2016.

By Laurie Gagner, Secretary
(Name of Elected Officer of the Agency)

William C. Martin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 11/4/2020

WILLIAM C. MARTIN
Justice of the Peace - New Hampshire
My Commission Expires November 4, 2020



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, Fax, Cell): 603-882-2788 FAX (A/C, No): EMAIL: kgtstekunst@eatonberube.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance INSURER B: QBE Insurance Corp INSURER C: Lexington INSURER D: INSURER E: INSURER F:
INSURED Harbor Homes, Inc. 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	HARHO

COVERAGES **CERTIFICATE NUMBER: 1348914431** **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADDITIONAL INSR WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	ZBV870714702	7/1/2015	7/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		AHV8708003	7/1/2015	7/1/2016	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		UHV870913302	7/1/2015	7/1/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	QWC3000636	11/26/2015	11/26/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability Abuse & Molestation Empl Benefits Liability		017570426	7/1/2015	7/1/2016	\$1,000,000 \$3,000,000 \$1,000,000 \$3,000,000 \$1,000,000 \$3,000,000

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

Additional Named Insureds:
Harbor Homes, Inc. - FID# 020351932
Harbor Homes II, Inc.
Harbor Homes III, Inc.
Healthy at Home, Inc. - FID# 043364080
Milford Regional Counseling Service, Inc. - FID# 222512380
See Attached...

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



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)
4/21/2016

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064		PHONE (A/C No. Ext): 603-882-2766	COMPANY NAME AND ADDRESS Hanover Insurance 440 Lincoln St., S367 Worcester MA 01653		NAIC NO:
FAX (A/C No): 603-886-4230	E-MAIL ADDRESS: kgx@eatonberube.com		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE:	SUB CODE:		POLICY TYPE		
AGENCY CUSTOMER ID #: NAMED INSURED AND ADDRESS Harbor Homes, Inc 45 High Street Nashua, NH 03060			LOAN NUMBER	POLICY NUMBER ZBV970714702	
ADDITIONAL NAMED INSURED(S)			EFFECTIVE DATE 07/01/2015	EXPIRATION DATE 07/01/2016	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
			THIS REPLACES PRIOR EVIDENCE DATED:		

PROPERTY INFORMATION (Use REMARKS on page 2, if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION/DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED	BASIC	BROAD	<input checked="" type="checkbox"/> SPECIAL	
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$32,155,327			DED: \$1,000	
	YES	NO	N/A	
<input type="checkbox"/> BUSINESS INCOME <input checked="" type="checkbox"/> RENTAL VALUE	<input checked="" type="checkbox"/>			If YES, LIMIT: 4,202,432 Actual Loss Sustained; # of months: 2
BLANKET COVERAGE	<input checked="" type="checkbox"/>			If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	<input checked="" type="checkbox"/>			Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		<input checked="" type="checkbox"/>		
IS DOMESTIC TERRORISM EXCLUDED?		<input checked="" type="checkbox"/>		
LIMITED FUNGUS COVERAGE		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
FUNGUS EXCLUSION (if "YES", specify organization's form used)	<input checked="" type="checkbox"/>			
REPLACEMENT COST	<input checked="" type="checkbox"/>			
AGREED VALUE	<input checked="" type="checkbox"/>			
COINSURANCE	<input checked="" type="checkbox"/>			If YES, % 100
EQUIPMENT BREAKDOWN (if Applicable)	<input checked="" type="checkbox"/>			If YES, LIMIT: DED:
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			<input checked="" type="checkbox"/>	
- Demolition Costs			<input checked="" type="checkbox"/>	If YES, LIMIT: DED:
- Incr. Cost of Construction			<input checked="" type="checkbox"/>	If YES, LIMIT: DED:
EARTH MOVEMENT (if Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
FLOOD (if Applicable)		<input checked="" type="checkbox"/>		If YES, LIMIT: DED:
WIND / HAIL (if Subject to Different Provisions)			<input checked="" type="checkbox"/>	If YES, LIMIT: DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			<input checked="" type="checkbox"/>	

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.

ADDITIONAL INTEREST

<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> CONTRACT OF SALE	LENDER SERVICING AGENT NAME AND ADDRESS
<input checked="" type="checkbox"/> LENDERS LOSS PAYABLE	<input checked="" type="checkbox"/> Loss Payee	
NAME AND ADDRESS US Bank Equipment Finance PO Box 790448 St Louis MO 63179-0448		AUTHORIZED REPRESENTATIVE <i>W. Berube</i>

AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Southern New Hampshire HIV/AIDS Task Force -FID# 020447280
Welcoming Light, Inc. -FID# 020481648
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall -FID# 222558859

Mission Statement

To empower the chemically dependent person to
Take responsibility toward recovery through
Professional counseling in a caring environment

**GREATER NASHUA
COUNCIL ON ALCOHOLISM**

Financial Statements

For the Year Ended June 30, 2015

(With Independent Auditors' Report Thereon)

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Greater Nashua Council on Alcoholism

Additional Offices:

Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying financial statements of Greater Nashua Council on Alcoholism, which comprise the statement of financial position as of June 30, 2015, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Greater Nashua Council on Alcoholism, Inc. as of June 30, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

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

Other Matters

Other Information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of the Greater Nashua Council on Alcoholism's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Greater Nashua Council on Alcoholism's internal control over financial reporting and compliance.

Melanson Heath

December 10, 2015

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Financial Position

June 30, 2015

(With Comparative Totals as of June 30, 2014)

ASSETS

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

LIABILITIES AND NET ASSETS

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

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Activities

For the Year Ended June 30, 2015

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

Support and Revenue:	<u>2015</u>	<u>2014</u>
Support:		
State of New Hampshire	\$ 106,591	\$ 78,733
Federal grants	1,391,460	1,467,968
Contributions	145,610	19,176
Revenue:		
Client services:		
Medicaid	841,728	530,150
Medicare	3,206	3,252
Third party insurance	21,065	42,767
Client billings, net	38,634	29,538
Contracted services	7,367	21,110
Other income	20,048	28,026
Interest income	20	41
	<u>2,575,729</u>	<u>2,220,761</u>
Total Support and Revenue		
Expenses:		
Program services	2,079,135	2,152,850
General and administrative	406,278	225,721
Fundraising	29,983	32,479
	<u>2,515,396</u>	<u>2,411,050</u>
Total Expenses		
Change in Net Assets	60,333	(190,289)
Unrestricted Net Assets, Beginning of Year	<u>179,276</u>	<u>369,565</u>
Unrestricted Net Assets, End of Year	\$ <u><u>239,609</u></u>	\$ <u><u>179,276</u></u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Functional Expenses

For the Year Ended June 30, 2015

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

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Fundraising</u>	<u>2015 Total</u>	<u>2014 Total</u>
Advertising	\$ 1,722	\$ 48	\$ -	\$ 1,770	\$ 2,757
Accounting fees	-	14,025	-	14,025	7,075
Client services	34,671	115	-	34,786	63,807
Client transportation	4,529	1	-	4,530	13,628
Conferences and conventions	148	116	-	264	1,244
Contract services	43,915	4,702	-	48,617	25,405
Depreciation	189,496	6,641	-	196,137	196,091
Employee benefits	157,532	53,994	2,200	213,726	225,158
Food	102,024	24	-	102,048	92,960
Fundraising expense	-	-	119	119	-
Garbage and trash removal	2,482	60	-	2,542	2,626
Grant expenses	73,980	-	-	73,980	-
Information technology	1,023	5,191	-	6,214	1,030
Insurance	14,764	5,459	-	20,223	13,377
Interest	-	1,676	-	1,676	-
Journals and publications	177	4	-	181	539
Legal fees	1,447	849	-	2,296	-
Membership dues	1,526	641	-	2,167	3,105
Miscellaneous	8,330	8,635	-	16,965	7,321
Mortgage interest	76,963	99,581	-	176,544	254,676
Office supplies	10,388	147	88	10,623	5,758
Operating and maintenance	55,021	1,831	-	56,852	55,055
Operational supplies	29,119	154	-	29,273	24,860
Payroll taxes	91,112	4,703	2,254	98,069	113,419
Postage	489	40	-	529	2,002
Professional fees	8,709	211	-	8,920	14,183
Rent	17,673	-	-	17,673	-
Salaries and wages	1,055,666	194,524	25,322	1,275,512	1,168,445
Snow removal	-	-	-	-	8,887
Staff development	4,412	145	-	4,557	3,757
Staff expenses	-	515	-	515	1,180
Staff travel	1,999	122	-	2,121	6,191
Telephone	3,468	306	-	3,774	3,179
Utilities	66,149	1,601	-	67,750	74,913
Vehicle expenses	20,201	217	-	20,418	18,422
Total functional expenses	<u>\$ 2,079,135</u>	<u>\$ 406,278</u>	<u>\$ 29,983</u>	<u>\$ 2,515,396</u>	<u>\$ 2,411,050</u>

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Statement of Cash Flows

For the Year Ended June 30, 2015

(With Comparative Totals as of June 30, 2014)

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

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Notes to the Financial Statements

1. **Organization:**

Greater Nashua Council on Alcoholism (the Organization) is a nonprofit organization providing recovery support services which are evidence-based, gender-specific, and culturally competent. The programs include residential, transitional housing, outpatient, intensive outpatient, family-based substance abuse services, pregnant and parenting women and children, and offender re-entry services initiative.

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

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

Accounting for Contributions and Financial Statement Presentation

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

Basis of Accounting

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

Restricted and Unrestricted Revenue

Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets, depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the Statement of Activities as net assets released from restrictions.

Cash and Cash Equivalents

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

Allowance for Doubtful Accounts

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

Property, Equipment and Depreciation

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

Functional Expenses

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

Donated Services

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

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

Use of Estimates

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

Tax Status

Greater Nashua Council on Alcoholism is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

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

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

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

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

3. Concentration of Credit Risk - Cash and Cash Equivalents:

The carrying amount of the Organization's deposits with financial institutions was \$246,336 and \$97,004 at June 30, 2015 and 2014, respectively. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank. The bank balance is categorized as follows:

	<u>2015</u>	<u>2014</u>
Insured by FDIC	\$ <u>265,213</u>	\$ <u>115,750</u>
Total Bank Balance	\$ <u>265,213</u>	\$ <u>115,750</u>

4. Accounts Receivable, Net:

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

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

5. Property, Equipment and Depreciation:

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

	<u>2015</u>	<u>2014</u>
Land	\$ 742,500	\$ 742,500
Land improvements	1,743	1,743
Building	5,646,560	5,646,560
Building improvements	22,637	22,637
Furniture and fixtures	34,511	34,511
Equipment	11,276	11,276
Vehicles	<u>22,297</u>	<u>22,297</u>
Subtotal	6,481,524	6,481,524
Less: accumulated depreciation	<u>(663,852)</u>	<u>(467,715)</u>
Total	<u>\$ 5,817,672</u>	<u>\$ 6,013,809</u>

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

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

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

6. Reserve for Replacements:

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

7. Accrued Expenses and Other Liabilities:

Accrued expenses and other liabilities consist of the following:

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

8. Due to Related Organizations:

Due to related organizations represents short-term liabilities due to related entities whereby common control is shared with the same Board of Directors. The related organizations and their balances at June 30, 2015 are as follows:

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

9. Bonds Payable:

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

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

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

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

10. Mortgages Payable, Deferred:

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

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

11. Transactions with Related Parties:

The Organization offers counseling services to the clients of related organizations. These services are provided whenever requested.

The Organization receives janitorial and maintenance services performed by clients of Harbor Homes, Inc., a related organization. The Organization also receives payroll services from the related organization.

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

The Organization is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

12. Net Assets Released from Restriction:

There were no restricted net assets during the year ended June 30, 2015 and, as a result, no net assets were released from restrictions.

13. Retirement Plan:

After one year of continuous service with the Organization, employees may contribute a portion of their wages to a Section 403(b) retirement plan. The Organization matches a percentage of the employee contribution based on years of service. Total matching contributions paid by the Organization for the years ended June 30, 2015 and 2014 were \$39,674 and \$26,267, respectively.

14. Concentration of Risk:

A material part of the Organization's revenue is dependent upon support from the State of New Hampshire and Medicaid, the loss of which would have a materially adverse effect on the Organization. During the year ended June 30, 2015, the State of New Hampshire accounted for 50% and Medicaid accounted for 35% of total revenues.

15. Fair Value Measurements:

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

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

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at

the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;

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

The estimated fair value of the Organization's financial instruments is presented in the following table:

	<u>Carrying Value</u>	<u>Fair Value</u>	<u>Level One</u>	<u>Level Two</u>	<u>Level Three</u>
Bonds payable	\$ 3,905,364	\$ 3,905,364	\$ -	\$ 3,905,364	\$ -
Mortgages payable, deferred	1,885,000	1,885,000	-	1,885,000	-
Due to related organizations	<u>183,625</u>	<u>183,625</u>	<u>-</u>	<u>-</u>	<u>183,625</u>
Total liabilities	<u>\$ 5,973,989</u>	<u>\$ 5,973,989</u>	<u>\$ -</u>	<u>\$ 5,790,364</u>	<u>\$ 183,625</u>

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

	<u>Fair Value Measurements Using Significant Unobservable Inputs Level Three</u>
	<u>Due to related</u>
Beginning balance June 30, 2014	\$ 177,744
Advances	163,654
Reductions	<u>(157,773)</u>
Ending balance June 30, 2015	<u>\$ 183,625</u>

16. Subsequent Events:

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

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2015

	28 Day Residential CMMIRI	90 Day Residential CMLIRI	Access To Recovery	Cynthia Day Family Center CMMIRI	HUD Transitional Living	Intensive Outpatient	Outpatient	Passthrough	Project Hope	Rapid Rehousing	Other	Total
Advertising	\$ 256	\$ 463	\$ 2	\$ 849	\$ 57	\$ 46	\$ 40	\$ -	\$ -	\$ -	\$ 9	\$ 1,722
Client services	1,454	1,894	-	30,169	641	165	265	-	50	-	33	34,671
Client transportation	212	1,678	200	1,936	401	101	1	-	-	-	-	4,529
Conferences and conventions	22	41	1	73	3	4	3	-	-	-	1	148
Contract services	5,509	10,009	71	18,258	1,142	987	1,924	-	5,813	-	202	43,915
Depreciation	29,902	43,343	213	95,066	10,269	5,197	4,404	-	4,404	-	1,102	189,496
Employee benefits	26,648	36,823	210	55,314	2,348	11,036	23,786	-	226	-	1,108	157,532
Food	11,767	15,712	-	51,057	23,425	11	50	-	-	-	2	102,024
Garbage and trash removal	373	681	3	1,223	57	70	61	-	-	-	14	2,482
Grant expenses	-	20	-	-	-	-	-	73,960	-	-	-	73,960
Information technology	156	268	1	513	24	29	26	-	-	-	6	1,023
Insurance	2,216	4,057	17	7,274	338	415	363	-	-	-	84	14,764
Journals and publications	27	49	-	87	4	5	4	-	-	-	1	177
Legal fees	412	413	-	622	-	-	-	-	-	-	-	1,447
Membership dues	229	419	-	752	35	44	38	-	-	-	9	1,526
Miscellaneous	528	3,902	-	777	221	63	704	-	2,118	-	17	8,330
Mortgage interest	11,551	21,153	133	37,916	1,759	2,143	1,871	-	-	-	437	76,963
Office supplies	1,141	2,053	5	3,800	271	259	2,538	-	270	-	41	10,388
Operating and maintenance	7,197	14,205	46	27,201	3,156	1,514	1,396	-	-	-	306	55,021
Operational supplies	3,567	5,230	14	14,488	5,373	176	235	-	-	-	36	29,118
Payroll taxes	14,889	17,541	171	31,019	695	9,622	13,151	-	3,251	-	575	91,112
Postage	66	120	-	216	10	13	61	-	-	-	3	489
Professional fees	1,307	2,393	6	4,281	199	247	216	-	-	-	50	8,709
Rent	-	-	-	-	-	-	14,000	-	-	-	-	17,673
Salaries and wages	166,016	208,807	1,726	349,011	5,251	119,960	156,978	-	38,902	3,673	6,864	1,055,666
Staff development	431	683	3	1,305	222	187	1,580	-	-	2,151	11	4,412
Staff travel	194	346	2	654	313	33	70	-	380	-	7	1,999
Telephone	490	896	1	1,608	75	93	286	-	-	-	19	3,468
Utilities	9,927	18,182	85	32,589	1,513	1,855	1,621	-	-	-	377	66,149
Vehicle expenses	1,911	2,675	10	14,846	329	204	184	-	-	-	42	20,201
Total program services expenses	\$ 289,368	\$ 414,076	\$ 2,920	\$ 782,914	\$ 58,131	\$ 154,479	\$ 225,836	\$ 73,960	\$ 51,010	\$ 6,055	\$ 11,356	\$ 2,079,135

See Independent Auditors' Report.

GREATER NASHUA COUNCIL ON ALCOHOLISM

Schedule of Program Services Expenses

For the Year Ended June 30, 2014

	28 Day Residential CMMHRI	90 Day Residential CMMHRI	Access To Recovery	After Care Driver Intervention	Cynthia Day Family Center CMMHRI	DOJ	HUD Transitional Living	Intensive Outpatient	Outpatient	Project Recovering Lives	Other	Total
Advertising	\$ 386	\$ 709	\$ 14	\$ 14	\$ 1,268	\$ 25	\$ 59	\$ 34	\$ 34	\$ 32	\$ -	\$ 2,575
Client services	1,705	2,707	651	51	56,442	89	1,573	235	-	115	-	63,568
Client transportation	65	876	5,400	-	2,906	-	3,429	950	2	-	-	13,628
Conferences and conventions	67	120	2	2	225	4	20	5	5	5	-	455
Contract services	1,089	1,985	40	40	4,116	70	165	97	97	90	-	7,789
Depreciation	34,455	14,121	1,273	1,273	97,719	2,432	34,870	2,546	1,444	1,273	-	191,406
Employee benefits	28,729	38,163	771	202	59,398	2,974	8,991	13,170	18,052	7,652	1,535	179,637
Food	10,763	14,405	4	4	46,442	8	21,302	11	11	10	-	92,960
Garbage and trash removal	384	703	14	14	1,260	25	58	34	34	32	-	2,558
Information technology	100	184	4	4	329	6	15	9	9	8	-	668
Insurance	1,865	3,416	69	69	6,124	120	283	165	165	154	-	12,430
Journals and publications	75	134	3	3	273	5	14	7	7	6	-	527
Membership dues	343	619	12	12	1,143	21	83	29	224	27	-	2,513
Miscellaneous	782	1,234	17	17	2,546	29	605	41	41	38	-	5,350
Mortgage interest	36,196	66,313	1,334	1,334	118,840	2,322	5,485	3,212	3,212	2,990	-	241,238
Office supplies	641	1,138	21	21	2,342	47	262	158	706	58	-	5,395
Operating and maintenance	7,679	13,723	259	259	26,713	451	2,494	647	623	580	-	53,428
Operational supplies	3,051	4,528	34	34	12,344	58	4,400	82	82	76	-	24,690
Payroll taxes	15,383	20,712	490	103	36,815	1,149	4,019	5,480	8,263	7,092	663	100,169
Postage	258	472	10	10	847	17	38	23	23	21	8	1,727
Professional fees	752	2,064	28	28	2,469	1,448	114	67	67	62	-	7,100
Salaries and wages	158,528	190,064	5,522	4,444	355,152	13,522	46,088	67,294	102,363	82,806	7,622	1,029,405
Snow removal	1,302	2,383	48	48	4,275	84	197	116	116	108	-	8,677
Staff development	413	606	7	7	1,775	12	415	134	344	15	-	3,728
Staff expenses	100	179	4	4	331	6	22	9	9	8	-	672
Staff travel	725	1,241	21	21	2,211	1,350	347	51	51	47	-	6,065
Telephone	445	816	16	16	1,461	169	67	40	40	37	-	3,107
Utilities	11,056	20,256	408	408	35,745	709	1,675	981	981	913	-	73,132
Vehicle expenses	1,799	2,588	41	41	12,940	71	475	98	98	92	-	18,243
Total program services expenses	\$ 319,136	\$ 406,470	\$ 16,517	\$ 4,483	\$ 894,451	\$ 27,225	\$ 137,565	\$ 95,725	\$ 137,103	\$ 104,347	\$ 9,828	\$ 2,152,950

See Independent Auditors' Report.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS
 (Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc.,
 Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovitch - [REDACTED]	Treasurer - (Chair, Finance Committee) - (Facilities Committee) - (Executive Committee)	Joel Jaffe - [REDACTED]	Asst. Secretary - (Chair, Executive Committee)
Vincent Chamberlain - (6/13)	Chair of the Board	Lynn King - [REDACTED]	Vice Chair - (Chair, RDP Committee)
Laurie Des Rochers - [REDACTED]	- (Facilities Committee)	Melissa Knight - [REDACTED]	- (HCC Oversight Committee)
Phil Duhaime - [REDACTED]	- (Governance Committee) - (Executive Committee)	Naomi Moody - [REDACTED]	(no committee assignment)
Laurie Goguen - [REDACTED]	Secretary - (Chair, Governance Committee) - (HCC Oversight Committee) - (Executive Committee)	Rick Plante - [REDACTED]	- (Chair, Facilities Committee) - (RDP Committee)
Nathan Goodwin - [REDACTED]	- (Governance Committee) - (RDP Committee)	Phil Richard - [REDACTED]	- (Facilities Committee) - (Governance Committee)
Alphonse Hsatenschwiler - [REDACTED]	- (Finance Committee) - (Chair, HCC Oversight Committee)	Dan Sallet - [REDACTED]	- (Finance Committee)

PETER J. KELLEHER, CCSW, LICSW



PROFESSIONAL EXPERIENCE

- 2006-Present** President & CEO, Southern NH HIV Task Force
- 2002-Present** President & CEO, Greater Nashua Council on Alcoholism, Inc./ Keystone Hall, Nashua, NH
- 1997-Present** President & CEO, Healthy At Home, Inc., Nashua, NH
- 1995-Present** President & CEO, Milford Regional Counseling Services, Inc., Milford, NH
- 1995-Present** President & CEO, Welcoming Light, Inc., Nashua, NH
- 1982-Present** President & CEO, Harbor Homes, Inc., Nashua, NH
Currently employed as chief executive officer of six nonprofit corporations (Partnership for Successful Living) creating and providing residential and supportive services, mental health care, primary/preventive health care, substance use disorder treatment and prevention services, supported employment and workforce development, professional training, and in-home health care to individuals and families who are homeless, living with disabilities, and/or are underserved/members of vulnerable populations. Responsible for initiation, development, and oversight of more than 80 programs comprising a \$22,000,000 operating budget; proposal development resulting in more than \$15,000,000 in grants annually; oversight of 350+ management and direct care professionals.
- 2003-2006** Consultant
Providing consultation and technical assistance throughout the State to aid service and mental health organizations.
- 1980 - 1982** Real Estate Broker, LeVaux Realty, Cambridge, MA
Successful sales and property management specialist.
- 1979 - 1980** Clinical Coordinator, Task Oriented Communities, Waltham, MA
Established and provided comprehensive rehabilitation services to approximately 70 individuals with mental and/or developmental disabilities. Hired, directly supervised, and trained a full-time staff of 20 residential coordinators. Developed community residences for the above clients in three Boston suburbs. Provided emergency consultation on a 24-hour basis to staff dealing with crisis management in six group homes and one sheltered workshop. Administrative responsibilities included some financial management, quality assurance, and other accountability to state authorities.
- 1978 - 1979** Faculty, Middlesex Community College, Bedford, MA
Instructor for an introductory group psychotherapy course offered through the Social Work Department.
- 1977 - 1979** Senior Social Worker/Assistant Director, Massachusetts Tuberculosis Treatment Center II, a unit of Middlesex County Hospital, Waltham, MA
Functioned as second in command and chief clinical supervisor for eight interdisciplinary team members, and implemented a six-month residential program for individuals afflicted with recurring tuberculosis and alcoholism. Provided group and individual therapy, relaxation training.
- 1976** Social Worker, Massachusetts Institute of Technology, Out-Patient Psychiatry, Cambridge, MA
Employed in full-time summer position providing out patient counseling to individuals and groups of the MIT community.
- 1971-1976** Program Counselor/Supervisor, Massachusetts Institute of Technology, MIT/Wellesley College Upward Bound Program, Cambridge and Wellesley, MA
Major responsibilities consisted of psycho educational counseling of Upward Bound students, supervision of tutoring staff, teaching, conducting evaluative research for program policy development.

EDUCATIONAL EXPERIENCE

- 1975 - 1977 Simmons College School of Social Work, Boston, MA
Cambridge-Somerville Community Mental Health Program, MSW
- 1971 - 1975 Clark University, Worcester, MA. Received Bachelor of Arts Degree in Psychology

LICENSES AND CERTIFICATIONS

- 1979 Licensed Real Estate Broker - Massachusetts
- 1989 Academy of Certified Social Workers - NASW
- 1990 Licensed Independent Clinical Social Worker - Massachusetts
- 1994 State of New Hampshire Certified Clinical Social Worker, MA LICSW

PLACEMENTS

- 1976 - 1977 Cambridge Hospital, In-Patient Psychiatry, Cambridge, MA
Individual, group, and family counseling to hospitalized patients.
- 1975 - 1976 Massachusetts Institute of Technology, Social Service Department, Cambridge, MA
Similar to above.

FIELD SUPERVISION

- 1983 - 1984 Antioch/New England Graduate School, Department of Professional Psychology, Keene, NH
- 1983 - 1984 Rivier College, Department of Psychology, Nashua, NH
- 1990 - 1991 Rivier College, Department of Psychology, Nashua, NH
- 1978 - 1979 Middlesex Community College, Social Work Associates Program, Bedford, MA

AWARDS

- High School Valedictorian Award
- National Institute of Mental Health Traineeship in Social Work
- University of New Hampshire Community Development 2003 Community Leader of the Year
- NAMI NH 2007 Annual Award for Systems Change
- Peter Medoff AIDS Housing Award 2007
- The Walter J. Dunfey Corporate Fund Award for Excellence in Non Profit Management 2009
- NH Magazine Business Excellence Award 2010
- Nashua Telegraph Humanitarian of the Year Award 2015
- Lionel W. Johnson Housing Award, Champion of Human Rights 2015

MEMBERSHIPS

- Member of the Department of Veterans Affairs Advisory Committee on Homeless Veterans
- Board Member, Community Health Access Network (CHAN)
- National Association of Social Workers
- Former member of the National Healthcare for the Homeless Board of Directors
- Former Chair, Governor's State Interagency Council on Homelessness/New Hampshire Policy Academy
- Former Chair, Greater Nashua Continuum of Care
- Former Board Member, New Futures, Concord, NH

Ana Pancine

<p>Career Focus</p>	<p>Finance Professional with extensive experience in audit requirements, budget and forecasting, operational and variance analysis, financial reporting and full cycle of month-end closing. Proficient on time management to ensure accurate and timely reporting, as well as, skilful with a wide variety of software applications, including SAP, SAGE and custom accounting software.</p>
<p>Past Accomplishments</p>	<ul style="list-style-type: none"> • Prepared/Assisted on local hospitals contract with Agency to receive maximum reimbursement for new project. • Created several finance/accounting policy and procedures to ensure Federal guidelines are being met. • Achieved revenue objective by implementing cost-cutting measures. • Assessed accounting system structures and converted acquired company's accounting system to SAGE and SAP. • Reviewed posting and documents for correct entry, mathematical accuracy and proper coding and eliminated all errors showing on metrics and financial reports. • Developed several financial reports for the organization to ensure financial transparency. • Uncovered \$500,000 process errors with development of multiple source analytical auditing tools. • Maintain an error free audit with no management letters or comments for four years. • Completed several implementation changes within the financial department.
<p>Experience</p>	<p>Harbor Homes Inc. Nashua, NH November 2007 – Present</p> <p>Financial Specialist</p> <ul style="list-style-type: none"> • Budget development for 92 cost centers and 8 affiliated agency with annual expenses and revenue of \$22m total • Supervise and Manage Business/Finance Office team composed by 10 staff members, performing duties such as: A/R, A/P, Staff Accountant, Senior Staff Accountant, Credentialing, Medicare/Medicaid/Private/Self-pay Billing. • Prepare operational and variance analysis for financial presentation based on organization, State and Federal guideline. • Internal and external reports for several State & Federal projects. • Prepare complex financial statements, internal/annual reports for planning and oversight of each program within organization • Prepare and review for accuracy all profit and loss, general ledger, trial balance reports for all 92 cost centers on a monthly basis • Knowledge of planning techniques, test and sampling methods involved in conducting audits. • Extensive experience with Financial Statements audits, reviews, completions and audits for Governmental organizations (A-133). • Managed annual external audit resulting in no findings and no management comments on A-133 audits. • Provide support to VP of Finance on all special projects, as well as, current back up for this position. • Maintained accurate accounts including cash, inventory, prepaid, fixed assets, accounts payable, accrued expenses and line of credit transactions. • Provide oversight/approval for all general ledger entries, revenue recognition, purchase orders approvals, as well as all day to day accounting concerns/issues.

References Available upon request

	<ul style="list-style-type: none"> • Prepare all budgets for Development Department to be submitted for competitive State, Federal and Local grant applications • Provide support to all program managers to ensure program compliances and financial requirements are met. • Review all financial requirements and financial accuracy for new and renewed contracts • Prepare, review and update all Finance/Accounting policies and procedure to ensure compliance with new Federal regulations. • Chair of the Greater Nashua Continuum Care (GNCO), as well as, Chair of the GNCO Board of Directors, composed by representatives of the Federal, State, and City Governments, housing program directors, local hospitals, social services agencies, financial institutions, private sector and religious institutions.
	<p>Hewlett-Packard Various locations August 2001 – November 2007</p> <p><i>Business Analyst February 2004 – November 2007</i></p> <ul style="list-style-type: none"> • Accountable for all metric reports for the PER Event team contracts in a monthly basis. • Responsible for revenue recognition for two districts, as well as, Latin America and Canada. • Accountable to update, present and distribute all reports related to the department, which included financial reports, risk reports, contract metric reports. • Provide quality reports for upper management to review the progress of the team. • Responsible for all the billings for Latin America and prepared currency translation reporting. • Manage ten cost centers with annual expenses of \$9m and revenue of \$18m, forecast on a quarterly basis, generate expense and revenue accruals, and establish budgetary guidelines for team members. • Variance reporting monthly for +/- 1 % of forecasted to report to senior management. • Compile, reconcile, and obtain approval from customer for account metrics on a monthly basis. • Maintain global reporting of 200 employees with specific emphasis on geographic alignment, individual line counts, and organizational charts for account utilization and resource mapping • Approve time card for temporary employees, main contact for temporary agencies and responsible for hiring/releasing of temporary employees. • Main contact for all customers and service providers located in the Latin America territory. • Provided Financial Support for account closing. <p><i>Quality Controller/ System Support Adm June 2003 – February 2004</i></p> <ul style="list-style-type: none"> • Main contact between administrators and system support to prioritize technical errors. • Responsible for weekly, monthly and quarterly quality review reporting. • Responsible for weekly and monthly geography reports. • Maintain all employee related spreadsheets updated. • Manage quality review reports to ensure policies and procedures are being followed. • Mentoring new hires in their assigned positions. • Communicating with manager for tools necessary for team. • Categorize and notify managers of any performance issues. • Provide support for team members with problem solving.

References Available upon request

Skills	<p style="text-align: right;"><i>Per Event Administrator</i> <i>August 2001 – June 2003</i></p> <ul style="list-style-type: none"> • Responsible for billing revenue. • Maintenance of contracts, including service changes and billing. • General office filing and organization. • Data Entry. • Assisting customer needs. • Solving any customer issues. • Revenue booking and customer assistance for Latin America/Caribbean territory. • Assistant and service provided for all customer located in the Latin America/Caribbean/Europe territory 	
	<ul style="list-style-type: none"> • Windows 98/2000/XP/7 • SIFT – Financial Database • Microsoft Office • Fundware/F9 	<ul style="list-style-type: none"> • PEARS/CHAMP/WFM • NCAS/SAP • SAGE - MIP • Fluent in Portuguese • Proficient in Spanish
Education	<p>Hesser College</p> <ul style="list-style-type: none"> • Bachelor of Science, Business Administration –concentration in Finance – Oct 2006 • Trained Medical Interpreter – Portuguese & Spanish • Trained Translator – Portuguese • Skilled USCIS Interpreter <p>Southern NH University</p> <ul style="list-style-type: none"> • Currently enrolled and pursuing MBA in Finance – graduation expected on June, 2017 	

References Available upon request

NICHOLAS RISO

Experience

Accounts Payable Clerk • July 2009 – February 2010
Harbor Homes, Inc. • 45 High Street, Nashua, NH 03060

Responsible for: processing invoices, daily bank deposits, coding invoices, reception coverage, internal Medicaid audits, tracking cash balances, and mailing payments.

Accounts Receivable Clerk • March 2010 – August 2010
Harbor Homes, Inc. • 45 High Street, Nashua, NH 03060

Responsible for: daily bank deposits, processing payments, client accounts, grants receivable, security deposits, collections, evictions, tracking payments, and providing reports to management.

Senior Staff Accountant • August 2010 – Current
Harbor Homes, Inc. • 45 High Street, Nashua, NH 03060

Responsible for: general ledger activity for Partnership for Successful Living, bank reconciliations, balance sheet reconciliations, journal entries, payroll processing, grant drawdowns, cash transfers, tracking capital expenditures, track construction projects, maintain fixed assets, oversee accounts payable/accounts receivable, and month end closings.

Skills

- Proficient in non-profit accounting software MIP, Microsoft Office applications, writing, communication, and technology.

Education

Raymond High School • 2004

Southern New Hampshire University
2013 • AS Business Administration 2016 • BS Business Administration

- Completed associate degree in business administration with highest honors. Member of Phi Theta Kappa, Alpha Sigma Lambda, and Delta Mu Delta honor societies, completed bachelor degree Magna Cum Laude.

References- Furnished upon request

Annette Escalante, MSW, LADC

29 Haig Street
Manchester, NH 03102

Evening Phone 603-669-3495
Day phone: 603-867-2224
E-mail preferida@comcast.net

Objective

To locate a position where I can utilize my skills and experience to develop programs and services for the economically disadvantaged.

Education

Undergraduate Degree: Springfield College, BA Major: Human Services
Graduate Degree: University of New Hampshire, MSW Major: Social Work
Currently working towards LICSW

Licensed Alcohol Drug Counselor (LADC) State of New Hampshire

Summary of Qualifications

Areas of Experience:

- Substance Abuse
- HIV/AIDS
- Domestic Violence/ Rape Crisis
- Outreach to Sex Workers
- Detoxification Programs
- Correctional Institutions
- Culturally Diverse Populations
- Federally Funded Programs
- Gender Specific Programming for Women

Skill Sets:

- Budget Development
- Grant Writing/Report Management
- Program Planning and Evaluation
- Regulatory Compliance
- Policy and Procedure Development
- Supervisory Experience
- Program Development
- Group, Family and Individual Counseling
- Community Networking
- Volunteer Coordination

Professional Experience

7/09-Present: **Vice President**
Keystone Hall, Nashua, NH

In this position, my responsibilities include:

- Oversight of all clinical and administration programs and personnel.
- Develop and supervise provisions of all clinical records and programs offered by the Agency.
- Works in conjunction with CEO to establish goals and plans for long-term financial and clinical success of the Agency.
- Manage overall budgets, funding sources and accounting to ensure integrity and compliance with regulations.
- Maintain personnel records.
- Grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Perform staff job performance evaluations.
- Build and maintain effective relationships with government agencies, service providers, community partners, volunteers, and philanthropic organizations.
- Maintain a high level of professional and ethical standards.
- Any and all other duties as assigned by the CEO.

11/2007-7/09: **Administrator of Women Offenders and Family Services**

New Hampshire Department of Corrections-Commissioner's Office, Concord, NH.

In this position, my responsibilities included:

- Responsible for programming and services for women offenders in the state adult correctional system including probation, parole, and state correctional facilities.
- Established and implemented a Co-Occurring program (PTSD and Substance Abuse) for female offenders at the New Hampshire State Prison for Women.
- Establishing goals and objectives for state correctional systems within the framework of the department's philosophy, including planning, organizing, implementing, directing and monitoring state gender-responsive programs and services, as well as developing policies, procedures, and standards for the provision of such programs and services.
- Write standards for, execute, and monitor all non-clinical contracts with service providers who work exclusively with women offenders.
- Review and provide feedback on an ongoing basis on all clinical contracts and services for women offenders regarding consistency with contract language and gender-responsive principles.
- Establish and coordinate partnerships, and maintain working relationships within the department of health and human services, with other government agencies, with communities, and with community-based organizations, volunteers, advocacy groups, the academic community, and other external stakeholders.
- Developed and implemented a Trauma Training for the New Hampshire Department of Corrections Academy. Currently working on Trauma Training for the New Hampshire Police Academy.
- Provide technical assistance to the women's facility warden and field managers regarding issues related to women offenders and gender-responsive programs, services, and practices.
- Provide input regarding necessary data collection and evaluation to measure effective programming and supervision of women offenders.
- Consult with and provide input with other directors regarding appropriate levels of staffing in both the field and institutions responsible for the management of women offenders.
- Confer with and make recommendations to the commissioner regarding women offender supervision and services, oversee the planning, development, and implementation of training guidelines for staff working with women offenders, and recommend changes in duties assigned to casework and security staff who work with women offenders.
- Act as a resource in cases of staff sexual misconduct involving women offenders and provide input into personnel actions for addressing misconduct involving staff who work with women offenders and misconduct involving women offenders.
- Prepare budget recommendations regarding women offenders' program services consistent with the departmental budget cycle. Engage in budget formation, grant applications, and resource allocation activities related to women offenders as assigned.
- Act as liaison to the interagency coordinating council for women offenders and the department of corrections.

2009: Springfield College **Adjunct Professor**

In this per diem position, my responsibilities include:

- Teaching graduate and undergraduate course.
- Courses include Family Therapy and Cultural Diversity, Addiction Studies and Mental Health Practicum.
- Serving as a field advisor for students.

11/2008-current:

Therapist

RTT Associates-Manchester, NH

In this per diem position, my responsibilities include:

- Provide individual counseling for men and women to deal with substance abuse and mental health issues weekly using Motivational Interviewing, Behavioral Therapy and Cognitive Behavioral Therapy.
- Provide LADC evaluations.
- Provide assessments.
- Provide recommendations to courts and other referrals sources and coordinate care with mental health providers.

5/1999-present: **Impaired Driver Intervention Program Instructor**

Serenity Place, Manchester, NH

In this per diem position, my responsibilities include:

- Provide 20 hours of alcohol and other drug education classes to mandated clients for first offense Driving While Intoxicated (DWI).
- Provide Spanish speaking classes.
- Provide exit interviews to determine license eligibility.

9/2005-11/2007: **Correctional Counselor/Case Manager-Changed to Program Coordinator**

New Hampshire Department of Corrections, Goffstown, NH.

In collaboration with other management staff, my job responsibilities include creation and implementation of a gender specific trauma informed programs for female offenders. My other job responsibilities include:

- Evaluate substance abuse program for successful outcomes and to ensure best practice criteria are met.
- Supervise substance abuse programs for female offenders at NH State Prison for Women and Shea Farm Transitional Housing Unit.
- Supervision of Counselor/Case Managers at the Women's Prison and Shea Farm
- Responsibility for Program Development and Assessment.
- Supervision of MSW Interns and volunteers.
- Responsible for assuring substance abuse programs for female offenders are in compliance with ACA guidelines.
- Provide intake, assessments, LADC evaluations, treatment recommendations, consultation and coordinate care with mental health, classification, Parole and Probation, and community based organizations.
- Coordinate entry into treatment programs for female offenders in the community.
- Counsel inmates on various personal issues in regard to their transition and continued adjustment into the community, as well as adjustment within the correctional system.
- Provide clinical services to inmates with substance abuse and mental health disorders.
- Provide crisis counseling and conflict resolution.
- Provide groups such as Anger Management and Victim Impact for female offenders.
- Provide translation for Spanish speaking clients.

5/2004-9/2005: **Social Worker/Youth Counselor**- City of Manchester Youth Services, Manchester, NH

- Provided crisis counseling to juvenile offenders and their families in the Manchester area.
- Directed youth toward productive behavior away from delinquency.
- Provided Group, individual counseling and family therapy. (Motivational Interviewing and Cognitive Behavioral Therapy).
- Substance Abuse individual counseling.
- Perform CHINS petitions.
- Admission/discharge planning and community networking working with diverse

services within the community.

- Provide a four-session self-assessment of the use and misuse of alcohol/drug (court mandated for those clients under 21 yrs of age).
- Provide translation for Spanish speaking clients.

6/2000-5/2004: Program Monitor- New Hampshire Housing Finance Authority, Bedford, NH.

- Monitored low- income residents in the State of New Hampshire for the Section 8 Program.
- Assessed and performed income changes for participants in the Section 8 Program, home ownership and Family Self Sufficiency programs.
- Performed home inspections for program participants yearly to make sure their rental properties were up to HUD and city codes.
- Admission/discharge planning and community networking.
- Provided conflict resolution with program participants and landlords.
- Made referrals to supportive services.
- Provided assistance in locating affordable housing.
- Provide translation services for Spanish speaking tenants, landlords and staff members.

9/1999-6/2000: Correctional Counselor/Case Manager-, New Hampshire Department of Corrections, Laconia, NH.

- Provided clinical services to inmates with substance abuse disorders.
- Group and individual counseling pertaining to substance abuse and mental health disorders.
- Provided case management services.
- Counseled inmates on various personal issues in regard to their transition and continued adjustment into the community and within the corrections system.
- Provide crisis counseling and conflict resolution.
- Offered educational lectures on a series of different topics for inmates.
- Coordinated individual service plans, pre-release plans and assessments for treatment to be utilized by the Probation/Parole Officers
- Provided translation services for Spanish speaking inmates and staff members.

11/1997-9/1999: Outreach Program Coordinator-New Hampshire AIDS Foundation, Manchester, NH.

- Program planning, development and implementation of a new drop-in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Manchester, New Hampshire.
- Budget planning and grant writing.
- Responsible for evaluation of the program's effectiveness through management of a data base of statistics and monitoring of program outcomes.
- Policy and procedure development.
- Responsible for assuring regulatory compliance with State of NH guidelines for the funding received.
- Provided supervision of all staff and volunteers at the Pine Street Prevention Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided short term clinical services to clients with substance abuse disorders.
- Provide crisis counseling and conflict resolution.
- Provided street outreach to substance abusers and sex workers.
- Provided outreach with the Manchester Health Department's Mobile Van twice a week.
- Provided translation services for Spanish speaking clients.

7/1996-11/1997: Youth Outreach Counselor- City of Manchester Office of Youth Services, Manchester, NH.

- Provided street outreach to youth at risk.
- Provided referrals and mentoring.
- Provided short term clinical services to clients with substance abuse disorders.
- Coordinated crisis intervention for at risk clients.
- Provide crisis counseling and conflict resolution.
- Provided translation services for Spanish speaking clients.

6/1994-7/1996: Substance Abuse Counselor- Providence Hospital, Holyoke, MA.

- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services, group and individual counseling to clients with substance abuse disorders.
- Responsible for coordination of case management services.
- Completed intake and referrals for eligible clients.
- Facilitated Twelve-Step Groups.
- Facilitated Spanish Speaking Support Groups.
- Coordinated Methadone intakes and insurance billing.
- Provided translation services for Spanish speaking clients

11/1993-6/1995: Bridge Team Leader- AIDS Allies, Springfield, MA.

In this part time position, I was responsible for :

- Program development and planning of a drop in center for intravenous substance abusers/sex workers geared towards accessing appropriate substance abuse treatment and prevention of HIV in Springfield Massachusetts.
- Responsible for policy and procedure development.
- Responsible for assuring regulatory compliance with the Springfield Health Department funding guidelines.
- Evaluated and supervised all staff and volunteers at the Drop in Center.
- Coordinated services with community providers in the substance abuse field to ensure appropriate treatment services for clients.
- Provided clinical services to clients with substance abuse disorders including counseling and case management/advocacy.
- Provided clothing and created a safe place for sex workers and intravenous drug abusers.
- Provided translation services for Spanish speaking clients.

2/1990-6/1994: Counselor Advocate-YWCA, Springfield, MA.

- Provided clinical services to clients affected by domestic violence.
- Provided twenty-four hour hotline coverage for abuse and sexual assault victims.
- Provided legal advocacy.
- Coordinated services with community providers to ensure appropriate services for clients.
- Facilitated support groups for Spanish speaking clients.
- Provided HIV/AIDS education to residents of the shelter.
- Responsible for assisting with the collection of billing data and demographic and service statistics.
- Provided substance abuse counseling, rape crisis counseling and support groups to the Latina community.
- Provided translation services for Spanish speaking clients.

**Languages
Spoken**

Spanish (Verbal and Written)

**Community
Activities**

- ↳ Manchester Cultural Diversity Task Force
- ↳ Latinos Unidos of NH Advisory Board

2004-2008
2005-current

References

1. Lori Seog Bureau of Programs/NH DOC 271-6753
2. Lily Ramos-Spooner Director of Operations/GMAP 623-0710
3. Edda Cantor Executive Director/Leadership NH 226-2265

CAROL J. FURLONG, LCMHC, MAC, MBA

SKILLS / ABILITIES / ACHIEVEMENTS PROFILE

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

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

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

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

PROFESSIONAL EXPERIENCE

ASSISTANT DIRECTOR, SUPPORTIVE SERVICES/VP OPERATIONS

2005-present

Harbor Homes, Inc.

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

DIRECTOR OF COMMUNITY SUPPORT SERVICES DEPARTMENT

2003 - 2005

Community Council of Nashua

Nashua, NH

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

DIRECTOR OF OUTCOMES & SYSTEM IMPROVEMENT

1999-2003

Community Council of Nashua

Nashua, NH

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

ADJUNCT FACULTY

1990-2005

Rivier College

Nashua, NH

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

PRIVATE PRACTICE

1999-Present

Nashua, NH

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

DIRECTOR OF REGIONAL BEHAVIORAL HEALTH QM

1997-1999

The Hitchcock Clinic

Bedford, NH

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

COORDINATOR OF MULTICULTURAL COUNSELING PROGRAM

1998-1999

Rivier College

Nashua, NH

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

CLINICAL DIRECTOR

1990-1997

The Hitchcock Clinic

Nashua, NH

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

PROGRAM DIRECTOR

1988-1990

Partial Hospitalization Program, Brookside Hospital

Nashua, NH

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

PROGRAM DIRECTOR - SUBSTANCE ABUSE CLINIC

1985-1988

Department of the Army

West Germany

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

ARMY COMMUNITY SERVICE DIRECTOR

1983-1985

Department of the Army

West Germany

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

EDUCATION

**MASTERS OF BUSINESS ADMINISTRATION DEGREE
IN HEALTHCARE ADMINISTRATION - 2001**

Rivier College, Nashua

MASTERS OF SCIENCE IN EDUCATION (COUNSELING) - 1986

University of Southern California

BACHELORS IN EDUCATION (SPECIAL EDUCATION) - 1974

Westfield State College, Westfield, MA

LICENSES AND CERTIFICATIONS

LICENSED CLINICAL MENTAL HEALTH COUNSELOR

New Hampshire License #100 - 1998

MASTERS ADDICTION COUNSELOR CERTIFICATION

1997

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President and CEO	\$177,943	0%	0
Carol Furlong	Vice President of Operations	\$93,450	0%	0
Anette Escalante	Director	\$88,000	0%	0
Ana Pancine	Finance Specialist	\$75,000	0%	0
Nicholas Riso	Senior Staff Accountant	\$47,000	0%	0

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (16-DHHS-DCBCS-BDAS-04-05)


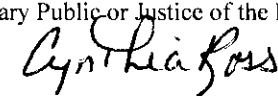

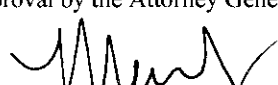
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Manchester Alcoholism Rehabilitation Center		1.4 Contractor Address 555 Auburn Street Manchester, NH 03103	
1.5 Contractor Phone Number (603) 621-3461	1.6 Account Number 05-95-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,635,900
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Elin Treanor, CFO	
1.13 Acknowledgement: State of NH, County of Hillsborough On <u>May 12, 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		CYNTHIA ROSS, Notary Public My Commission Expires March 12, 2019	
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:  _____ Attorney On: <u>6/3/16</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

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 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.

2. Scope of Services

- 2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.
- 2.2. The Contractor shall expand substance use disorder (SUD) treatment services through Intensive Outpatient Programs (IOP) and Low Intensity Residential Treatment programs by increasing current capacity to serve 144 individuals ages 17 and older. The Contractor shall establish:
 - 2.2.1. Additional IOP services available at Webster Place in Franklin, NH, which shall be available during the day and in the evenings.
 - 2.2.2. New IOP services available in Manchester, NH, which shall be available during the day and in the evenings.
 - 2.2.3. One fifteen (15)-bed Low Intensity Residential Treatment program in Manchester, NH.
- 2.3. The Contractor shall ensure IOP group sessions described in Section 2.2 include, but are not limited to:
 - 2.3.1. Three (3) hour sessions delivered three (3) days per week, for a total of nine (9) hours of IOP group work per week over the course of eight (8) weeks.
 - 2.3.2. One (1) to two (2) 10-15 minute break per IOP group session, as appropriate, at the Contractor's discretion.
- 2.4. The Contractor shall ensure each IOP group session described in Section 2.2 includes, but is not limited to:
 - 2.4.1. Ice breakers.
 - 2.4.2. Facilitator-run instruction.
 - 2.4.3. Group activities.
 - 2.4.4. Guided discussions on facilitated instruction.



Exhibit A

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- 2.4.5. Checkout prior to group session ending that includes, but is not limited to:
- 2.4.5.1. Setting short-term goals for the week or working towards objectives in a longer term goal during the first session of the week.
 - 2.4.5.2. Acknowledging things learned in any group or during any community –based meeting attended by the client during the second session of the week.
 - 2.4.5.3. Mapping a weekend recovery plan with specific targets that may include community –based meetings available to the client and/or where the client will be spending the weekend during the third session of the week.
- 2.5. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services. The Contractor shall structure IOP group sessions described in Section 2.4 to include but not be limited to:
- 2.5.1. Psycho-educational content around the topic of addiction and recover.
 - 2.5.2. Focus in utilizing Health Realization information to teach clients to incorporate the three (3) principles of mind, thought and consciousness into daily group facilitation in order to assist clients to understand how individual psychology works and empowers individuals to change circumstances through an understanding and recognition of perceptions and innate resiliency in order to maintain long-term sobriety.
- 2.6. The Contractor shall facilitate Health Realization discussions on topics that include but are not limited to:
- 2.6.1. Brain and body effects of substance use/abuse with a focus on the organs of the body, the limbic system, and brain development.
 - 2.6.2. Physical effects of post-acute withdrawal syndrome to help clients understand what they can expect in the first two years of recovery with a focus on exercise and diet discipline that can help ease symptoms.
 - 2.6.3. Self-care and nurturing with a focus on food, shelter, housing, sleep, and socialization without substances, including completion of a self-care questionnaire to help clients develop personal goals.
 - 2.6.4. Innate health and resiliency, including visualization tools, quizzes, and YouTube clips.



Exhibit A

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- 2.6.5. Communication styles, including group team activities to explore and build verbal and non-verbal communication skills.
 - 2.6.6. Relapse prevention, including how to identify, understand, and manage triggers that may jeopardize sobriety.
 - 2.6.7. "I am not my addiction" that focuses on labels and inherent strengths that encourage clients to address their addictions.
 - 2.6.8. Resiliency and perceptions using Disney movies: Inside Out and Scavenger Hunt to guide discussion.
 - 2.6.9. Increased consciousness using poetry and decision tree diagrams to assist clients make sound decisions that support client health and recovery.
- 2.7. The Contractor shall facilitate family education sessions that include guest speakers from Al-anon each month for families of individuals receiving services on topics that include, but are not limited to:
- 2.7.1. Understanding co-dependency.
 - 2.7.2. Why families might need assistance through the client's recovery.
 - 2.7.3. Self-help options for families.
- 2.8. The Contractor shall open a 15-bed Low Intensity Residential Treatment Program (LIRTP) in Manchester, NH to serve a maximum of sixty (60) clients per year with lengths of stay from thirty (30) days to twelve (12) months dependent upon the client's needs and insurance authorization. The Contractor shall:
- 2.8.1. Assist clients with transitioning to the community by providing access to the internet to conduct job searches.
 - 2.8.2. Assist clients with preparing a weekly plan of activities and reviewing the plan with the client throughout the week.
 - 2.8.3. Meet with clients once per week to review progress made toward reaching plans/goals.
 - 2.8.4. Providing access to on-site self-help groups including, but not limited to AA and NA, for all interested clients.
 - 2.8.5. Ensure access to two (2) evening sessions of Health Realization groups, which shall include the use of interactive webinars.
- 2.9. The Contractor shall ensure all services under the contract include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improve. The Contractor shall:
- 2.9.1. Ensure clients complete an online survey at time of discharge with results analyzed and reviewed by management team on a monthly



Exhibit A

basis in order to identify trends and opportunities to improve program delivery and identify training needs.

- 2.9.2. Conduct annual staff surveys with results analyzed and reviewed by management team to identify training needs and program improvement opportunities.
- 2.10. The Contractor shall provide After Care services, which shall include but not be limited to:
 - 2.10.1. Discussing service options.
 - 2.10.2. Providing clients with a list of resources available.
 - 2.10.3. Following up directly with the client upon discharge to track positive outcomes that may include but are not limited to remaining abstinent, securing a job and finding permanent affordable housing.
 - 2.10.4. Providing post treatment early intervention services by identifying signs on early relapse in order to re-engage the individual in relapse prevention services.

3. Staffing

Contractor shall maintain staffing levels that are appropriate for the services provided and the number of clients served.

- 3.1. The Contractor shall hire an additional nineteen (19) full-time equivalent (FTE) staff to expand services described in this contract upon the contract effective date that may include, but are not limited to:
 - 3.1.1. One (1) full-time Project Director responsible for the day-to-day operations of the programs described in Section 2.1, as well as oversight of staff training, reporting, and program improvement.
 - 3.1.2. One (1) part-time Data Assistant to collect and analyze program data and trends, and prepare reports for the Department.
 - 3.1.3. Two (2) full-time Senior Office Managers to support each project site by collecting fees, scheduling appointments, securing client documents, and managing billing operations.
 - 3.1.4. One (1) part-time Psychiatric Nurse Practitioner to work closely with the Medical Director and travel between facilities described in Section 2.1 to provide psychiatric assessments, write prescriptions, and provide medical monitoring services for clients presenting with dual diagnoses.
 - 3.1.5. Eight (8) full-time IOP Counselors to facilitate group sessions and provide individual counseling services.
 - 3.1.6. One (1) full-time Day Counselor for the LIRTP.

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Exhibit A

- 3.1.7. Five and one-half (5.5) FTE Residential Instructors for the LIRTP will ensure client safety and participation; develop, coordinate and participate in resident and community activities; provide social and living skill development training; participate on the treatment team; and maintain documentation for administering medication as well as daily logs and individual service plans (ISP).
- 3.1.8. One (1) part-time Cook for the LIRTP.
- 3.2. The Contractor shall ensure clients receive high quality, effective services by ensuring all employees engage in staff development and education utilizing virtual and real-time training methods, that include but are not limited to:
 - 3.2.1. Specialized two-day trainings for clinical and medical staff conducted at least twice each year of the contract by expert(s) in the field of SUD service delivery.
 - 3.2.2. Regularly scheduled recovery and coaching trainings on the Health Realization Three Universal Principles of Mind, Consciousness and Thought, as well as the Super Coach Academy method conducted by expert(s) in the field of addiction and recovery.
 - 3.2.3. Weekly staff trainings by a MLADC/Clinical Supervisor.
 - 3.2.4. Periodic external trainings to help counselors maintain their licensure and certification.
 - 3.2.5. Annual trainings on compliance, sexual harassment, and infectious disease/blood-borne pathogens.
- 3.3. The Contractor shall ensure all staff receive adequate supervision including, but not limited to:
 - 3.3.1. Twice monthly supervision for clinical and medical staff by an industry consultant.
 - 3.3.2. MLDAC supervision for all counselors and LDACs.
 - 3.3.3. Real-time and weekly individual and group supervision by management staff.

4. Reporting

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
 - 4.1.1. Provide narrative, electronic reports to the Department that include but are not limited to, information on:
 - 4.1.1.1. Initial staffing updates.
 - 4.1.1.2. Staff training updates.

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Exhibit A

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- 4.1.1.3. Any barriers or challenges to timely program implementation.
 - 4.1.1.4. Budget to actuals/monthly expenditure of funds.
 - 4.1.1.5. Plan to overcome barriers identified in Section 4.1.1.3 during the following month.

5. Deliverables

- 5.1. The Contractor shall hire the Project Manager described in Section 3.1.1, no later than 30 days after the contract effective date.
- 5.2. The Contractor shall purchase all equipment and furniture needed to outfit the expanded and/or new facilities for the provision of IOP services no later than 30 days from the contract effective date.
- 5.3. The Contractor shall advertise for and hire remaining staff needed in order to begin contract services no later than 120 days after the contract effective date.
- 5.4. The Contractor shall train new staff in program components beginning 60 days from the contract effective date.
- 5.5. The Contractor shall provide IOP services at the Franklin and Manchester facilities to accommodate at least 144 new clients no later than 120 days after the contract effective date.
- 5.6. The Contractor shall identify a location and purchase all equipment and furniture needed to outfit the new LIRTP no later than 30 days from the contract effective date.
- 5.7. The Contractor shall provide LIRTP services in Manchester to accommodate at least 60 new clients no later than 120 days after the contract effective date.



Method and Conditions Precedent to Payment

1. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<https://www.cfda.gov>) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with Exhibit B-1 Budgets to expand services in accordance with Exhibit A, Scope of Services.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual costs incurred for the previous month.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring amounts between budget line items in Exhibit B-1, Budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

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

Bidder/Program Name: Manchester Alcoholism Rehabilitation Center

Budget Request for: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion

Budget Period: July 1, 2016 through June 30, 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Matched Funding	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 907,270.00	\$ 90,727.00	\$ 997,997.00	\$ -	
2. Employee Benefits	\$ 258,572.00	\$ 25,857.00	\$ 284,429.00	\$ -	
3. Consultants	\$ -	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ 12,740.00	\$ 1,274.00	\$ 14,014.00	\$ -	
Purchase/Depreciation	\$ 88,884.00	\$ 8,888.00	\$ 97,772.00	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	\$ -	
Educational	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	
Lab	\$ 14,290.00	\$ 1,429.00	\$ 15,719.00	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	
Office	\$ 1,000.00	\$ 100.00	\$ 1,100.00	\$ -	
6. Travel	\$ 8,349.00	\$ 835.00	\$ 9,184.00	\$ -	
7. Occupancy	\$ 127,358.00	\$ 12,736.00	\$ 140,094.00	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 6,000.00	\$ 600.00	\$ 6,600.00	\$ -	
Postage	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 3,000.00	\$ 300.00	\$ 3,300.00	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	
Food Service	\$ 58,719.00	\$ 5,872.00	\$ 64,591.00	\$ -	
	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 1,487,182.00	\$ 148,718.00	\$ 1,635,900.00	\$ -	

Indirect As A Percent of Direct

10.0%

Contractor Initials: ES



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;

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

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

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



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

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



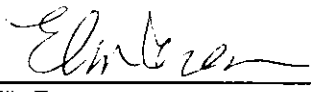
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

5/12/16
Date



Name: Elin Treanor
Title: CFO



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:

5/12/16
Date


Name: Elin Treanor
Title: CFO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS


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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/12/16
Date


Name: Elin Treanor
Title: CFO



**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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/12/16

Date

Name: Elin Treanor
Title: CFO

Exhibit G

Contractor Initials ET

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:

5/12/16
Date



Name: Elin Treanor
Title: CFO



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.

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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

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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.

The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/20/16
Date

Manchester Alcoholism Rehabilitation Center
Name of the Contractor

Elin Treanor
Signature of Authorized Representative

Elin Treanor
Name of Authorized Representative

CFO
Title of Authorized Representative

5/12/16
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:

5/12/16
Date

Name: Elin Treanor
Title: CFO



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: 9485002855
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: _____

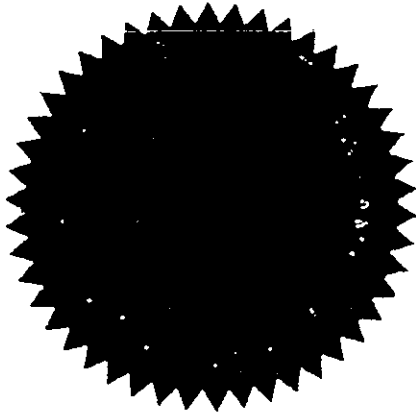
Name: _____ Amount: _____

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 Manchester Alcoholism Rehabilitation Center is a New Hampshire nonprofit corporation formed February 19, 1980. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of April, A.D. 2015

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Manchester Alcoholism Rehabilitation 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 April 13, 2016:
(Date)

RESOLVED: That the _____ CFO _____
(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 12th day of MAY, 2016.
(Date Contract Signed)

4. Elin Treanor is the duly elected _____ CFO _____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 12th day of May, 2016.

By Betty Burke
(Name of Elected Officer of the Agency)

Cynthia Ross
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____
CYNTHIA ROSS, Notary Public
My Commission Expires March 12, 2019

Client#: 497072

EASTESEA7

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/20/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Company, NAIC #: 23850. INSURED: Easter Seals NH, Inc., 555 Auburn Street, Manchester, NH 03103. INSURER B, C, D, E, 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 SUBR INSR WYD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (Commercial, Professional Liab), A AUTOMOBILE LIABILITY (Any Auto, Hired Autos), A UMBRELLA LIAB (Excess Liab, Retention \$10,000), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, A EDP.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) *Supplemental Names*: Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,- The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named Insured and the certificate holder that requires (See Attached Descriptions)

CERTIFICATE HOLDER: NH Department of Health and Human Services, 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: E. Arnold Jones

DESCRIPTIONS (Continued from Page 1)

such status, and only with regard to the above referenced on behalf of the named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.



Mission:

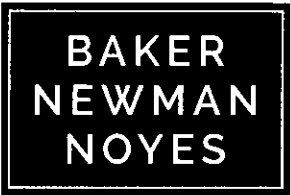
Easter Seals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.

BAKER
NEWMAN
NOYES

**Easter Seals New Hampshire, Inc.
and Subsidiaries**

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2015 and 2014
With Independent Auditors' Report*



To the Audit Committee and Management
Easter Seals New Hampshire, Inc. and Affiliates

In planning and performing our audit of the consolidated financial statements of Easter Seals New Hampshire, Inc. and Affiliates (the Company) as of and for the year ended August 31, 2015, in accordance with auditing standards generally accepted in the United States of America, we considered the Company's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we do not express an opinion on the effectiveness of the Company's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A deficiency in design exists when (a) a control necessary to meet the control objective is missing, or (b) an existing control is not properly designed so that, even if the control operates as designed, the control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Following are descriptions of other identified deficiencies in internal control that we determined do not constitute significant deficiencies or material weaknesses:

Completeness of the Schedule of Expenditures of Federal Awards

During the compliance audit in accordance with OMB Circular A-133, it was noted that there were federal expenditures omitted from the original Schedule of Expenditures of Federal Awards (SEFA) provided. This caused the need to revise the major programs to be tested through this audit after the SEFA was updated accordingly. We recommend that a system be implemented to ensure all grants with federal expenditures during the fiscal year be recorded on the SEFA to ensure completeness of the schedule that is ultimately used for filing.

* * * * *

This communication is intended solely for the information and use of management, owners and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

Manchester, New Hampshire
December 10, 2015

Baker Newman & Noyes
Limited Liability Company

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2015 and 2014, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits 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 consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the 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 consolidated financial statements.

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 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 Matters

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

As discussed in note 1, effective August 31, 2015, Easter Seals NH transferred its sole member interest in Easter Seals New York, Inc. to Fedcap Rehabilitation Services, Inc. As a result, these consolidated financial statements do not include the financial position of Easter Seals New York, Inc. at August 31, 2015, while the results of operations of Easter Seals New York, Inc. are included for the year then ended.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2015 on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' 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 Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Manchester, New Hampshire
December 10, 2015

Baker *Nauman* & *Noyes*
Limited Liability Company

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

August 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 5,615,095	\$ 2,757,134
Accounts receivable from affiliates	98,710	341,653
Program and other accounts receivable, less contractual allowance of \$1,896,800 in 2015 and \$218,900 in 2014, and allowance for doubtful accounts of \$936,400 in 2015 and \$440,800 in 2014	7,114,280	10,122,747
Contributions receivable, less allowance for doubtful accounts of \$26,500 in 2015 and \$45,400 in 2014	605,256	705,374
Current portion of assets limited as to use	315,065	300,046
Prepaid expenses and other current assets	<u>1,214,353</u>	<u>678,326</u>
Total current assets	14,962,759	14,905,280
Assets limited as to use, net of current portion	1,009,131	986,277
Fixed assets, net	22,946,025	25,094,383
Property held for sale	1,081,662	1,289,894
Bond issuance costs, net	59,145	235,113
Investments, at fair value	12,255,793	13,833,046
Beneficial interest in trusts held by others and other assets	<u>356,459</u>	<u>1,550,919</u>
	<u>\$52,670,974</u>	<u>\$57,894,912</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Lines of credit	\$ 262,356	\$ 2,197,904
Accounts payable	1,879,211	1,907,743
Accrued expenses	4,162,793	4,251,482
Current portion of deferred revenue	1,131,777	858,258
Current portion of capital lease obligation	58,886	-
Current portion of interest rate swap agreements	442,045	615,570
Current portion of long-term debt	<u>745,011</u>	<u>4,228,339</u>
Total current liabilities	8,682,079	14,059,296
Deferred revenue, net of current portion	971,667	999,167
Other liabilities	1,010,108	987,185
Capital lease obligation, net of current portion	81,612	-
Interest rate swap agreements, less current portion	2,377,922	2,714,243
Long-term debt, less current portion	<u>19,363,038</u>	<u>18,976,300</u>
Total liabilities	32,486,426	37,736,191
Net assets:		
Unrestricted	14,685,373	14,189,337
Temporarily restricted	1,024,433	944,862
Permanently restricted	<u>4,474,742</u>	<u>5,024,522</u>
Total net assets	20,184,548	20,158,721
	<u>\$52,670,974</u>	<u>\$57,894,912</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 612,565	\$ 853,731	\$ 14,300	\$ 1,480,596
Special events, net of related direct costs of \$1,047,735	67,806	1,415,710	-	1,483,516
Annual campaigns, net of related direct costs of \$104,418	399,236	32,906	-	432,142
Bequests	492,019	-	-	492,019
Net assets released from restrictions	<u>1,998,486</u>	<u>(1,998,486)</u>	<u>-</u>	<u>-</u>
Total public support	3,570,112	303,861	14,300	3,888,273
Revenue:				
Fees and grants from governmental agencies	71,965,474	-	-	71,965,474
Other fees and grants	24,111,552	-	-	24,111,552
Sales to public	4,375,698	-	-	4,375,698
Dividend and interest income	391,263	11,569	-	402,832
Rental income	33,929	-	-	33,929
Other	<u>124,778</u>	<u>-</u>	<u>-</u>	<u>124,778</u>
Total revenue	<u>101,002,694</u>	<u>11,569</u>	<u>-</u>	<u>101,014,263</u>
Total public support and revenue	104,572,806	315,430	14,300	104,902,536
Operating expenses:				
Program services:				
Public health education	410,886	-	-	410,886
Professional education	17,435	-	-	17,435
Direct services	<u>91,613,311</u>	<u>-</u>	<u>-</u>	<u>91,613,311</u>
Total program services	92,041,632	-	-	92,041,632
Supporting services:				
Management and general	9,785,646	-	-	9,785,646
Fundraising	<u>1,808,377</u>	<u>-</u>	<u>-</u>	<u>1,808,377</u>
Total supporting services	<u>11,594,023</u>	<u>-</u>	<u>-</u>	<u>11,594,023</u>
Total functional expenses	103,635,655	-	-	103,635,655
Support of National programs	<u>119,969</u>	<u>-</u>	<u>-</u>	<u>119,969</u>
Total operating expenses	<u>103,755,624</u>	<u>-</u>	<u>-</u>	<u>103,755,624</u>
Increase in net assets from operations	817,182	315,430	14,300	1,146,912

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2015

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (227,568)	\$ —	\$ —	\$ (227,568)
Net unrealized and realized losses on investments	(407,029)	(223)	—	(407,252)
Decrease in fair value of beneficial interest in trusts held by others	—	—	(62,423)	(62,423)
Loss on sales and disposals of property, plant and equipment	(10,248)	—	—	(10,248)
Other nonoperating losses	<u>(128,854)</u>	<u>—</u>	<u>—</u>	<u>(128,854)</u>
	<u>(773,699)</u>	<u>(223)</u>	<u>(62,423)</u>	<u>(836,345)</u>
 Increase (decrease) in net assets before effects of discontinued operations	 43,483	 315,207	 (48,123)	 310,567
 (Loss) gain from discontinued operations – see note 13	 <u>(204,672)</u>	 <u>588</u>	 <u>—</u>	 <u>(204,084)</u>
 (Decrease) increase in net assets before effects of deconsolidation of affiliate	 (161,189)	 315,795	 (48,123)	 106,483
 Deconsolidation of affiliate – see note 12	 <u>657,225</u>	 <u>(236,224)</u>	 <u>(501,657)</u>	 <u>(80,656)</u>
 Total increase (decrease) in net assets	 496,036	 79,571	 (549,780)	 25,827
 Net assets at beginning of year	 <u>14,189,337</u>	 <u>944,862</u>	 <u>5,024,522</u>	 <u>20,158,721</u>
 Net assets at end of year	 <u>\$ 14,685,373</u>	 <u>\$ 1,024,433</u>	 <u>\$ 4,474,742</u>	 <u>\$ 20,184,548</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions	\$ 744,262	\$ 542,179	\$ 13,813	\$ 1,300,254
Special events, net of related direct costs of \$819,901	1,059,080	756,895	-	1,815,975
Annual campaigns, net of related direct costs of \$67,889	468,261	33,589	-	501,850
Bequests	448,558	-	-	448,558
Net assets released from restrictions	<u>1,356,595</u>	<u>(1,356,595)</u>	<u>-</u>	<u>-</u>
Total public support	4,076,756	(23,932)	13,813	4,066,637
Revenue:				
Fees and grants from governmental agencies	67,725,297	-	-	67,725,297
Other fees and grants	25,094,296	-	-	25,094,296
Sales to public	4,270,196	-	-	4,270,196
Dividend and interest income	742,337	3,613	-	745,950
Rental income	65,204	-	-	65,204
Other	<u>459,188</u>	<u>-</u>	<u>-</u>	<u>459,188</u>
Total revenue	<u>98,356,518</u>	<u>3,613</u>	<u>-</u>	<u>98,360,131</u>
Total public support and revenue	102,433,274	(20,319)	13,813	102,426,768
Operating expenses:				
Program services:				
Public health education	515,992	-	-	515,992
Professional education	29,065	-	-	29,065
Direct services	<u>89,987,134</u>	<u>-</u>	<u>-</u>	<u>89,987,134</u>
Total program services	90,532,191	-	-	90,532,191
Supporting services:				
Management and general	9,419,570	-	-	9,419,570
Fundraising	<u>2,006,939</u>	<u>-</u>	<u>-</u>	<u>2,006,939</u>
Total supporting services	<u>11,426,509</u>	<u>-</u>	<u>-</u>	<u>11,426,509</u>
Total functional expenses	101,958,700	-	-	101,958,700
Support of National programs	<u>122,586</u>	<u>-</u>	<u>-</u>	<u>122,586</u>
Total operating expenses	<u>102,081,286</u>	<u>-</u>	<u>-</u>	<u>102,081,286</u>
Increase (decrease) in net assets from operations	351,988	(20,319)	13,813	345,482

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other nonoperating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ (594,854)	\$ —	\$ —	\$ (594,854)
Net unrealized and realized gains on investments	1,496,964	37,986	—	1,534,950
Increase in fair value of beneficial interest in trusts held by others	—	—	574,970	574,970
Gain on sales and disposals of property, plant and equipment	14,352	—	—	14,352
Other nonoperating losses	<u>(249,092)</u>	<u>—</u>	<u>—</u>	<u>(249,092)</u>
	<u>667,370</u>	<u>37,986</u>	<u>574,970</u>	<u>1,280,326</u>
Increase in net assets before effects of discontinued operations	1,019,358	17,667	588,783	1,625,808
(Loss) gain from discontinued operations – see note 13	<u>(1,476,117)</u>	<u>1,958</u>	<u>—</u>	<u>(1,474,159)</u>
(Decrease) increase in net assets before effects of deconsolidation of affiliate	(456,759)	19,625	588,783	151,649
Deconsolidation of affiliate – see note 12	<u>(121,612)</u>	<u>(200)</u>	<u>(5,719,267)</u>	<u>(5,841,079)</u>
Total (decrease) increase in net assets	(578,371)	19,425	(5,130,484)	(5,689,430)
Net assets at beginning of year	<u>14,767,708</u>	<u>925,437</u>	<u>10,155,006</u>	<u>25,848,151</u>
Net assets at end of year	<u>\$ 14,189,337</u>	<u>\$ 944,862</u>	<u>\$ 5,024,522</u>	<u>\$ 20,158,721</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾		Total	Total Program ⁽¹⁾ and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising		2015	2014
Salaries and related expenses	\$266,566	\$ -	\$69,238,797	\$6,748,845	\$1,383,953	\$ 8,132,798	\$ 77,638,161	\$ 76,853,418
Professional fees	44,355	-	8,014,027	1,712,094	143,867	1,855,961	9,914,343	9,507,742
Supplies	5,523	-	2,781,733	70,514	62,361	132,875	2,920,131	2,678,244
Telephone	2,281	-	566,186	230,608	12,182	242,790	811,257	867,273
Postage and shipping	4,403	-	50,702	32,136	7,518	39,654	94,759	113,004
Occupancy	13,086	-	3,803,408	319,989	107,174	427,163	4,243,657	4,080,405
Outside printing, artwork and media	29,816	-	33,277	6,881	24,478	31,359	94,452	127,027
Travel	4,503	-	2,413,578	56,187	18,676	74,863	2,492,944	2,594,923
Conventions and meetings	28,768	17,435	232,396	58,465	35,804	94,269	372,868	370,574
Specific assistance to individuals	30	-	1,259,253	11,748	119	11,867	1,271,150	1,245,460
Dues and subscriptions	527	-	20,071	14,455	3,526	17,981	38,579	40,839
Minor equipment purchases and equipment rental	205	-	129,087	113,830	1,224	115,054	244,346	369,656
Ads, fees and miscellaneous	10,290	-	102,593	15,093	4,464	19,557	132,440	43,776
Interest	-	-	1,013,647	249,464	-	249,464	1,263,111	1,176,216
Facility tax assessment	-	-	226,703	-	-	-	226,703	182,791
Depreciation and amortization	533	-	1,727,853	145,337	3,031	148,368	1,876,754	1,707,352
	<u>\$410,886</u>	<u>\$17,435</u>	<u>\$91,613,311</u>	<u>\$9,785,646</u>	<u>\$1,808,377</u>	<u>\$11,594,023</u>	<u>\$ 103,635,655</u>	<u>\$ 101,958,700</u>
	0.39%	0.02%	88.40%	9.44%	1.75%	11.19%	100.00%	100.00%

(1) Excludes expenses related to discontinued operations - see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	Program Services ⁽¹⁾			Supporting Services ⁽¹⁾			Total Program ⁽¹⁾ and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Manage- ment and General	Fund- Raising	Total	
Salaries and related expenses	\$377,333	\$ -	\$68,675,876	\$6,215,011	\$1,585,198	\$ 7,800,209	\$ 76,853,418
Professional fees	20,447	-	7,603,267	1,739,786	144,242	1,884,028	9,507,742
Supplies	5,348	-	2,573,547	70,007	29,342	99,349	2,678,244
Telephone	2,103	-	546,513	306,174	12,483	318,657	867,273
Postage and shipping	5,776	-	60,188	37,433	9,607	47,040	113,004
Occupancy	13,740	-	3,567,064	382,641	116,960	499,601	4,080,405
Outside printing, artwork and media	44,572	-	45,428	6,951	30,076	37,027	127,027
Travel	5,695	-	2,515,521	47,958	25,749	73,707	2,594,923
Conventions and meetings	36,240	29,065	208,482	57,207	39,580	96,787	370,574
Specific assistance to individuals	(1)	-	1,232,641	12,820	-	12,820	1,245,460
Dues and subscriptions	-	-	23,206	14,917	2,716	17,633	40,839
Minor equipment purchases and equipment rental	537	-	256,918	106,538	5,663	112,201	369,656
Ads, fees and miscellaneous	4,075	-	30,638	5,316	3,747	9,063	43,776
Interest	-	-	934,985	241,231	-	241,231	1,176,216
Facility tax assessment	-	-	182,791	-	-	-	182,791
Depreciation and amortization	127	-	1,530,069	175,580	1,576	177,156	1,707,352
	<u>\$515,992</u>	<u>\$29,065</u>	<u>\$89,987,134</u>	<u>\$9,419,570</u>	<u>\$2,006,939</u>	<u>\$11,426,509</u>	<u>\$ 101,958,700</u>
	0.51%	0.03%	88.26%	9.24%	1.96%	11.20%	100.00%

(1) Excludes expenses related to discontinued operations - see note 13.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 25,827	\$ (5,689,430)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,880,579	1,771,703
Bad debt provision (benefit)	1,350,516	(265,007)
Decrease (increase) in fair value of beneficial interest in trusts held by others	62,423	(574,970)
Net loss on sales and disposals of property, plant and equipment and property held for sale and impairment losses	62,958	125,346
Change in fair value of interest rate swaps	227,568	594,855
Net unrealized and realized losses (gains) on investments	407,252	(1,534,950)
Deconsolidation of affiliates – see note 12	80,656	5,841,079
Changes in operating assets and liabilities:		
Accounts receivable from affiliates	(84,823)	(94,182)
Program and other accounts receivable	(1,096,689)	1,348,396
Contributions receivable	(109,179)	(20,090)
Prepaid expenses and other current assets	(739,716)	102,454
Other assets	597,247	81,516
Accounts payable and accrued expenses	1,862,708	304,390
Deferred revenue	741,405	(61,478)
Other liabilities	<u>22,923</u>	<u>(380,273)</u>
Net cash provided by operating activities	5,291,655	1,549,359
Cash flows from investing activities:		
Purchases of property, plant and equipment	(7,095,514)	(1,244,361)
Proceeds from sale of property, plant and equipment and property held for sale	218,514	15,225
Cash provided for deconsolidation of affiliate	(812,975)	(21,440)
Decrease in investments, net	463,159	1,709,413
Change in assets limited as to use	<u>(37,873)</u>	<u>265,625</u>
Net cash (used) provided by investing activities	(7,264,689)	724,462
Cash flows from financing activities:		
Repayment of long-term debt	(971,570)	(825,393)
Issuance of long-term debt	4,636,600	280,575
Repayments on lines of credit	(26,490,368)	(53,526,692)
Borrowings on lines of credit	<u>27,656,333</u>	<u>51,512,202</u>
Net cash provided (used) by financing activities	<u>4,830,995</u>	<u>(2,559,308)</u>
Increase (decrease) in cash and cash equivalents	2,857,961	(285,487)
Cash and cash equivalents, beginning of year	<u>2,757,134</u>	<u>3,042,621</u>
Cash and cash equivalents, end of year	<u>\$ 5,615,095</u>	<u>\$ 2,757,134</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>1,301,000</u>	\$ <u>1,201,000</u>

In 2015, Easter Seals NH acquired fixed assets under capital leases totaling \$259,604.

In 2015 and 2014, Easter Seals New Hampshire, Inc. transferred its sole member interest in Easter Seals New York, Inc. and Easter Seals Connecticut, Inc., respectively, to unrelated parties (see note 12). During 2014, Easter Seals New Hampshire, Inc. transferred property with a net carrying value of \$607,088 from fixed assets to property held for sale.

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals New York, Inc. (Easter Seals NY); Easter Seals Maine, Inc. (Easter Seals ME); Easter Seals Rhode Island, Inc. (Easter Seals RI); Agency Realty, Inc. (real estate corporation); The Harbor Schools Incorporated (Harbor Schools); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap Rehabilitation Services, Inc. (Fedcap), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Additionally, on July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. See also note 12. The accompanying consolidated statements of activities include the results of operations of Easter Seals NY and Easter Seals CT through the date Easter Seals NH's sole member interest was transferred.

On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing. See also note 13.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, New York (prior to deconsolidation), Maine, Massachusetts (prior to the closure of Harbor Schools), Rhode Island, Vermont and Connecticut (prior to deconsolidation).

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. Approximately \$2,811,000 and \$2,483,000, respectively, of cash and cash equivalents, and approximately \$1,322,000 and \$2,512,000, respectively, of investments were on-hand under this practice as of August 31, 2015 and 2014, respectively.

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other nonoperating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trusts

Easter Seals NH is the beneficiary of several trusts held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trusts and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other nonoperating expenses, gains and losses as permanently restricted activity.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 5.

Property held for sale is recorded at the lower of net realizable value or carrying value. Easter Seals NH recognized impairment losses on property held for sale of \$139,698 in 2014, which is recorded in other nonoperating losses. No impairment losses were recognized in 2015.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment. Intangible assets at August 31, 2015 and 2014 consist of a patient list obtained in the acquisition of Webster Place.

Expected amortization of intangible assets through the end of their useful lives is as follows:

2016	\$ 33,130
2017	33,130
2018	33,130
2019	33,130
2020	33,130
Thereafter	<u>33,132</u>
	<u>\$198,782</u>

Amortization expense recognized for the patient list in 2015 and 2014 totaled \$33,130.

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believes that no long-lived assets were impaired at August 31, 2015 and 2014.

Bond Issuance Costs

Bond issuance costs are being amortized by the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Amortization expense recognized during 2015 and 2014 was \$9,638.

Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known. Easter Seals NY recognized additional revenue of approximately \$17,000 in 2015 and \$8,000 in 2014 due to favorable rate adjustments approved by the State of New York.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

A third-party payor for three Easter Seals NY programs charged a facility tax assessment on a monthly basis in 2015 and 2014. The charges are a part of Easter Seals NY's reimbursement contract with the payor. The facility tax assessment is based on approved rates. As of August 31, 2015 and 2014, the facility tax assessment due by Easter Seals NY was approximately \$95,000 and \$136,000, respectively. See also Note 12 regarding the deconsolidation of Easter Seals NY on August 31, 2015.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectibility of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision (benefit) in 2015 and 2014 totaled \$1,350,516 and \$(265,007), respectively. The increase in bad debt provision in 2015 is attributed to greater volume in certain payor classes at Manchester Alcoholism Rehabilitation Center. Contractual allowances for program and other accounts receivable at August 31, 2015 and 2014 were \$1,896,800 and \$218,900, respectively. The increase in contractual allowances in 2015 was due to a higher volume of services provided at Manchester Alcoholism Rehabilitation Center being covered by third-party payors.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,262,000 and \$6,802,000 for the years ended August 31, 2015 and 2014, respectively.

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals NY, Easter Seals ME, Easter Seals VT, Easter Seals RI, Harbor Schools, Manchester Alcoholism Rehabilitation Center and Easter Seals CT are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code and, for Easter Seals NY of the Not-for-Profit Corporation Law of the State of New York. Agency Realty, Inc. received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements. Easter Seals New Hampshire, Inc. and its subsidiaries are no longer subject to income tax examinations by the federal or state tax authorities for years prior to 2012.

Use of Estimates

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

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreements described in note 8. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreements (not the notional amount) in the event of nonperformance of the other party to the swap agreements. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2015 and 2014, Easter Seals NH had recognized a liability of \$2,819,967 and \$3,329,813, respectively, as a result of the interest rate swap agreements discussed in note 8. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized decreases in net assets of \$227,568 and \$594,854, respectively, for the years ended August 31, 2015 and 2014 in the accompanying consolidated statements of activity and changes in net assets.

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other nonoperating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the increase in the fair value of beneficial interest in trusts held by others, gains and losses on sales and disposals of property, plant and equipment, and net realized and unrealized gains on investments.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In April 2015, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the statement of financial position as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for Easter Seals NH's fiscal year ending August 31, 2017, with early adoption permitted. The management of Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2015-03 on Easter Seals NH's consolidated financial statements.

In April 2014, the FASB issued ASU 2014-08, *Presentation of Financial Statements (Topic 205) and Property, Plant, and Equipment (Topic 360)*. The amendments change the criteria for reporting discontinued operations, while enhancing disclosures in this area. Those amendments also address sources of confusion and inconsistent application related to financial reporting of discontinued operations guidance in accounting principles generally accepted in the United States. Under the new guidance, only disposals representing a strategic shift in operations are presented as discontinued operations. Those strategic shifts should have a major effect on the organization's operations and financial results. Examples include a disposal of a major geographic area, a major line of business, or a major equity method investment. In addition, the new guidance requires expanded disclosures about discontinued operations that will provide financial statement users with more information about the assets, liabilities, income, and expenses of discontinued operations. The guidance of the ASU will be effective for Easter Seals NH's fiscal year ending August 31, 2016. The management of Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2014-08 on Easter Seals NH's consolidated financial statements.

Reclassifications

Certain 2014 amounts have been reclassified to permit comparison with the 2015 consolidated financial statements presentation format.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 10, 2015, the date these consolidated financial statements were available to be issued.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2015 and 2014 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2015</u>			
Camping program	\$ 2,464	\$ 364,869	\$ 367,333
Other programs	11,088	367,319	378,407
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$13,552</u>	<u>\$4,345,395</u>	<u>\$4,358,947</u>
<u>2014</u>			
Camping program	\$ 3,072	\$ 364,869	\$ 367,941
Other programs	33,332	353,019	386,351
Operations	<u>—</u>	<u>3,613,207</u>	<u>3,613,207</u>
Total endowment net assets	<u>\$36,404</u>	<u>\$4,331,095</u>	<u>\$4,367,499</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

3. Classification of Net Assets (Continued)

Changes in Endowment Net Assets

During the years ended August 31, 2015 and 2014, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2013	\$ 20,831	\$4,317,279	\$4,338,110
Investment return:			
Investment income, net of fees	22,617	-	22,617
Net appreciation (realized and unrealized)	970,963	-	970,963
Contributions	-	13,816	13,816
Appropriated for expenditure	<u>(978,007)</u>	<u>-</u>	<u>(978,007)</u>
Net endowment assets, August 31, 2014	36,404	4,331,095	4,367,499
Investment return:			
Investment income, net of fees	35,554	-	35,554
Net appreciation (realized and unrealized)	639,357	-	639,357
Contributions	-	14,300	14,300
Appropriated for expenditure	<u>(697,763)</u>	<u>-</u>	<u>(697,763)</u>
Net endowment assets, August 31, 2015	<u>\$ 13,552</u>	<u>\$4,345,395</u>	<u>\$4,358,947</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2015 and 2014 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted (See Note 11)</u>	<u>Total Non- Endowment Net Assets</u>
<u>2015</u>				
Seniors program	\$ 158,256	\$ 6,107	\$ -	\$ 164,363
Veterans program	132,433	760,869	-	893,302
Other programs	-	210,980	-	210,980
Operations	<u>14,394,684</u>	<u>32,925</u>	<u>129,347</u>	<u>14,556,956</u>
Total non-endowment net assets	<u>\$14,685,373</u>	<u>\$1,010,881</u>	<u>\$129,347</u>	<u>\$15,825,601</u>
<u>2014</u>				
Seniors program	\$ -	\$ 23,866	\$ -	\$ 23,866
Veterans program	263,880	9,702	-	273,582
India initiative	104,600	668,198	-	772,798
Other programs	-	174,192	-	174,192
Operations	<u>13,820,857</u>	<u>32,500</u>	<u>693,427</u>	<u>14,546,784</u>
Total non-endowment net assets	<u>\$14,189,337</u>	<u>\$ 908,458</u>	<u>\$693,427</u>	<u>\$15,791,222</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

3. Classification of Net Assets (Continued)

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2015 or 2014.

Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

4. Leases

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$2,104,000 and \$2,420,000 for the years ended August 31, 2015 and 2014, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2015, through the remaining contractual term of the underlying lease agreements, are as follows:

Year Ended August 31:

2016	\$863,060
2017	536,361
2018	277,729
2019	106,124
2020	21,237

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

4. Leases (Continued)

Easter Seals NY subleases certain office space located at 11 West 42nd Street in New York to an unrelated party. The sublease agreement expired in February 2014. Total rental income earned under this sublease agreement for the year ended August 31, 2014 was approximately \$65,000.

Capital

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. Rent expense under this agreement for the year ended August 31, 2015 was \$38,321. The carrying value of assets recorded under the capital lease totaled \$134,095, net of accumulated amortization of \$44,724, at August 31, 2015. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying 2015 consolidated statement of functional expenses. Interest expense recognized on the capital lease in 2015 was insignificant.

Future minimum payments required for the above capital lease at August 31, 2015 are as follows:

2016	\$58,886
2017	60,617
2018	20,995

5. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2015</u>	<u>2014</u>
Buildings	\$ 25,247,764	\$ 27,225,674
Land and land improvements	2,897,690	2,696,051
Leasehold improvements	140,663	997,631
Office equipment and furniture	8,416,695	9,679,631
Vehicles	2,936,154	3,250,383
Construction in progress	<u>66,541</u>	<u>296,043</u>
	39,705,507	44,145,413
Less accumulated depreciation and amortization	<u>(16,759,482)</u>	<u>(19,051,030)</u>
	<u>\$ 22,946,025</u>	<u>\$ 25,094,383</u>

Depreciation and amortization expense related to fixed assets totaled \$1,837,811 and \$1,728,935 in 2015 and 2014, respectively. Depreciation and amortization of fixed assets included within discontinued operations in 2015 and 2014 totaled \$3,825 and \$64,351, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building has been recorded as deferred revenue at August 31, 2015 and 2014.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

6. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 452,024	\$ 523,616
Marketable equity securities	1,552,683	1,883,153
Mutual funds	10,636,952	11,634,793
Corporate and foreign bonds	620,550	711,063
Government and agency securities	<u>317,780</u>	<u>366,744</u>
	13,579,989	15,119,369
Less: assets limited as to use	<u>(1,324,196)</u>	<u>(1,286,323)</u>
Total investments, at fair value	<u>\$12,255,793</u>	<u>\$13,833,046</u>

The composition of assets limited as to use at August 31, 2015 and 2014 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2015</u>	<u>2014</u>
Under a deferred compensation plan (see note 7):		
Investments	\$1,009,131	\$ 986,277
Maintained in escrow to make required payments on certain bonds (see note 8):		
Cash and cash equivalents	<u>315,065</u>	<u>300,046</u>
Total assets limited as to use	<u>\$1,324,196</u>	<u>\$1,286,323</u>

The principal components of investment income and net realized and unrealized gains included in continuing operations and other nonoperating expenses, gains and losses are summarized below.

	<u>2015</u>	<u>2014</u>
Unrestricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	\$ 391,263	\$ 742,337
Net unrealized (losses) gains	(686,996)	668,363
Net realized gains	<u>279,967</u>	<u>828,601</u>
	(15,766)	2,239,301
Restricted investment income and unrealized and realized gains (losses) on investments:		
Dividend and interest income	11,569	3,613
Net unrealized (losses) gains	(28,827)	20,109
Net realized gains	<u>28,604</u>	<u>17,877</u>
	<u>11,346</u>	<u>41,599</u>
	<u>\$ (4,420)</u>	<u>\$2,280,900</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

7. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Employee contributions may be matched by Easter Seals NH as determined in the annual budget. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$546,000 and \$673,000 for the years ended August 31, 2015 and 2014, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$85,000 and \$128,000 to this plan during the years ended August 31, 2015 and 2014, respectively. The assets and liabilities associated with this plan were \$1,009,131 and \$986,277 at August 31, 2015 and 2014, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

8. Borrowings

Borrowings consist of the following at August 31:

	<u>2015</u>	<u>2014</u>
Revenue Bonds, Series 2004A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with a variable rate determined through weekly remarketing (0.03% at August 31, 2015) through December 2034, annual principal payments continually increasing from \$420,000 to \$1,060,000 with a final payment of \$1,060,000 due December 2034, secured by a pledge of all gross receipts of Easter Seals NH and certain letters of credit (see below)	\$13,875,000	\$14,275,000
Revenue Bonds, Series 2010, issued through the Monroe County Industrial Development Corporation, monthly principal and interest payments ranging from \$10,650 to \$21,980 are required through the maturity date of December 31, 2040. Interest is payable monthly at a rate equal to 68% of the sum of the monthly LIBOR rate plus 2.65% (see deconsolidation of affiliate – note 12)	–	4,929,360
Non-revolving note payable to a bank with a total availability of \$3,500,000 with a variable rate of LIBOR plus 4.07% (4.27% at August 31, 2015), interest only payments through June 2015, after which monthly principal and interest payments are required through the maturity in June 2018, secured by an interest in certain property with a net book value of \$3,799,172 at August 31, 2015	3,377,160	3,482,580
Unsecured note payable to an individual with a fixed rate of 5.25%, principal and interest of \$10,311 payable monthly, due April 2016	80,847	197,002
Note payable to a bank with a fixed rate of 3.66%, principal and interest of \$3,177 payable monthly, paid in full in August 2015	–	37,353

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

	<u>2015</u>	<u>2014</u>
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$144 to \$2,923 payable monthly through dates ranging from September 2018 through March 2020, secured by vehicles with a net book value of \$346,760 at August 31, 2015	\$ 315,440	\$ 283,344
Mortgage note payable to a bank with a fixed rate of 4.25%. Principal and interest of \$12,200 payable monthly, due February 2030, secured by an interest in certain property with a net book value of \$3,304,776 at August 31, 2015	<u>2,459,602</u>	<u>—</u>
	20,108,049	23,204,639
Less current portion	<u>745,011</u>	<u>4,228,339</u>
	<u>\$19,363,038</u>	<u>\$18,976,300</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2016	\$ 745,011
2017	693,186
2018	3,749,484
2019	572,502
2020	566,120
Thereafter	<u>13,781,746</u>
	<u>\$20,108,049</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are seven notes payable totaling \$182,756 and \$283,344 at August 31, 2015 and 2014, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through June 2017. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are ten notes payable totaling \$132,684 at August 31, 2015 that originated under this agreement. Availability under this agreement at August 31, 2015 is \$367,316.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

Easter Seals New Hampshire, Inc. (the sole member of Easter Seals NY, through its deconsolidation on August 31, 2015, and Harbor Schools), Easter Seals NY and Harbor Schools have a revolving line of credit with a bank through September 1, 2015, with available borrowings up to \$7 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The revolving line of credit has the following sub-limits which were last amended in October 2014: Easter Seals NH \$3.225 million, Easter Seals NY \$3.5 million and Harbor Schools \$275,000. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.45% at August 31, 2015). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc., Easter Seals NY and Harbor Schools. The agreement requires that collective borrowings under the line of credit be reduced to \$3,500,000 for 30 consecutive days during each calendar year. The agreement also limits each borrower's ability to incur additional indebtedness in excess of \$500,000. Amounts outstanding under this revolving line of credit agreement at August 31, 2015 and 2014 were \$262,356, for both years, related to Harbor Schools, and \$1,935,548 at August 31, 2014 related to Easter Seals NY (see deconsolidation of affiliate – note 12). All outstanding balances were paid off on September 1, 2015, (subsequent to year end), and this line of credit was replaced with that described below.

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$59,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings is at LIBOR plus 2.25% (2.45% at August 31, 2015). Under an event of default, the interest rate will increase from LIBOR plus 2.25% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Agency Realty, Inc., Easter Seals VT, and Manchester Alcoholism Rehabilitation Center. As a result of the deconsolidation of Easter Seals NY discussed in note 12, Easter Seals NY has been removed as borrower and guarantor under this revolving line of credit. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There was no outstanding balance at August 31, 2015.

NHHEFA 2004A Revenue Bonds

In connection with the NHHEFA 2004A Revenue Bonds, Easter Seals NH is required to make deposits of interest and principal of sufficient amounts to make the required interest payments and to retire the bonds when due. The 2004A Revenue Bonds require that Easter Seals NH maintain certain reserve funds with a trustee for current required principal and interest payments. Such amounts, which are included within assets limited as to use, totaled \$315,065 and \$300,046 at August 31, 2015 and 2014, respectively. This agreement also requires bank approval prior to Easter Seals NH incurring additional indebtedness. Easter Seals NH has two letters of credit securing the bonds for \$14,046,062 each (expiring and subject to renewal on March 15, 2016, and mainly to support future principal and interest repayments due under the 2004A Revenue Bonds). Easter Seals NH is required to replace or renew the two \$14,046,062 letters of credit upon their expiration or the related bonds may be subject to early redemption. Easter Seals NH pays an annual fee for the two letters of credit relating to the 2004A NHHEFA Revenue Bonds. Fees incurred on these letters of credit totaled approximately \$181,000 and \$183,000 in 2015 and 2014, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. **Borrowings (Continued)**

Series 2010 Revenue Bonds

On December 1, 2010, Easter Seals NY, in connection with the Monroe County Industrial Development Corporation and RBS Citizens, issued \$5,250,000 in Series 2010 tax-exempt Revenue Bonds (the Series 2010 Bonds). The Series 2010 Bonds were used to finance the acquisition of certain property located in Irondequoit, New York, provide for improvements to a school building and an existing rehabilitation facility, and construct two residential rehabilitation facilities. Additionally, proceeds were used to refinance certain Easter Seals NY outstanding debt.

The Series 2010 Bonds are secured by a mortgage on all properties and improvements financed by the bonds, and are guaranteed by Easter Seals NH. Easter Seals NY may elect to prepay some portion or all of the outstanding bonds subject to a prepayment fee, as defined. This agreement also requires bank approval prior to Easter Seals NY incurring additional indebtedness. The Series 2010 Bonds are subject to tender for mandatory purchase at the election of the bondholder beginning June 1, 2016, and thereafter every five years through June 1, 2036. See deconsolidation of affiliate – note 12.

Mortgage Notes Payable

On December 5, 2014, Easter Seals NY entered into a \$1,980,000 mortgage note payable to finance the acquisition of certain property located in Valhalla, New York. The interest rate charged on the outstanding borrowings is fixed at 3.66% for the first 60 months. Thereafter, as of the first day of the sixty first (61st) month, the interest rate will re-set to 1.75% per annum in excess of the five-year bank cost of funds rate as of the re-set date. Monthly principal and interest payments are \$9,153, and all remaining outstanding principal and interest is due on January 2025. The note is secured by the property. Additionally, this note was guaranteed by Easter Seals NH through August 31, 2015 when the guarantee was terminated (see deconsolidation of affiliate – note 12).

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The interest rate charged is fixed at 4.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Note Payable

On September 15, 2014, Easter Seals NY entered into a \$63,045 note payable to finance the purchase of equipment. The interest rate charged on the outstanding borrowings is fixed at 3.15%. Monthly principal and interest payments of \$1,841 commenced November 2014, and all remaining outstanding principal and interest is due in October 2017. The note is secured by the equipment financed (see deconsolidation of affiliate – note 12).

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

8. Borrowings (Continued)

Interest Rate Swap Agreements

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A Revenue Bonds. The swap agreement has an outstanding notional amount of \$13,875,000 and \$14,275,000 at August 31, 2015 and 2014, respectively, which reduces, in conjunction with bond principal reductions, until the agreement terminates in December 2034. Easter Seals NH remits interest at the fixed rate of 3.54% and receives interest at a variable rate (0.03% at August 31, 2015).

On February 23, 2011, Easter Seals NY entered into an interest rate swap agreement with a bank in connection with the Series 2010 Revenue Bonds. The swap agreement had an outstanding notional amount of \$4,929,360 at August 31, 2014 which reduces, in conjunction with bond principal reductions, until the agreement terminates in January 2031. Easter Seals NY remits interest at a fixed rate of 2.99% and receives interest at a variable rate (68% of monthly LIBOR) (see deconsolidation of affiliate – note 12).

Excluding interest rate swap agreements of Easter Seals NY for 2015, the fair value of the above interest rate swap agreements totaled \$2,819,967 and \$3,329,813 at August 31, 2015 and 2014, respectively, \$442,045 and \$615,570 of which was current at August 31, 2015 and 2014, respectively. During the years ended August 31, 2015 and 2014 net payments required by the agreements, including Easter Seals NY, totaled \$618,445 and \$674,448, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 11 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2015, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

9. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

10. Related Party Transactions

Approximately 12% and 13% of other fees and grants revenue is derived from a pass-through grant from Easter Seals, Inc. for the years ended August 31, 2015 and 2014, respectively. Easter Seals NH is a member of Easter Seals, Inc. As of August 31, 2014, Easter Seals NY had a receivable of \$334,352 from Easter Seals, Inc. related to amounts due under this grant. Membership fees to Easter Seals, Inc. were \$119,969 and \$122,586 for the years ended August 31, 2015 and 2014, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

Easter Seals NH has an amount due from Easter Seals NY of \$98,710 at August 31, 2015, which is expected to be received in 2016 (see also note 12). Easter Seals NH also had an amount due from Easter Seals CT of \$7,301 at August 31, 2014, which was received in 2015 (see also note 12).

11. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trusts, investments and the interest rate swaps, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2015 and 2014.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, money market and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trusts Held by Others

The beneficial interest in trusts held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trusts. The fair values of marketable equity securities, money market and mutual funds, government and agency securities and other asset funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities, mutual funds and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreements

The fair value for the interest rate swap liabilities is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

At August 31, 2015 and 2014, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 452,024	\$ —	\$ —	\$ 452,024
Marketable equity securities:				
Large-cap	957,876	—	—	957,876
International	594,807	—	—	594,807
Mutual funds, open-ended:				
Short-term fixed income	2,736,504	—	—	2,736,504
Intermediate-term bond fund	972,183	—	—	972,183
High yield bond fund	243,935	—	—	243,935
Foreign bond	14,089	—	—	14,089
Government securities	746,217	—	—	746,217
International equities	786,193	—	—	786,193
Domestic, large-cap	1,095,893	—	—	1,095,893
Domestic, mid-cap	49,538	—	—	49,538
Domestic, small-cap	3,520	—	—	3,520
Domestic, Multi Alt	404,922	—	—	404,922
Real estate fund	125,629	—	—	125,629
Mutual funds, closed-ended:				
Domestic, large-cap	2,470,333	—	—	2,470,333
Domestic, mid-cap	501,299	—	—	501,299
Domestic, small-cap	192,844	—	—	192,844
International equity	293,853	—	—	293,853
Corporate and foreign bonds	—	620,550	—	620,550
Government and agency securities	—	317,780	—	317,780
	<u>\$12,641,659</u>	<u>\$938,330</u>	<u>\$ —</u>	<u>\$13,579,989</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 15,496	\$ —	\$ —	\$ 15,496
Marketable equity securities:				
Large-cap	93,067	—	—	93,067
Mutual funds:				
Domestic fixed income	—	20,784	—	20,784
	<u>\$ 108,563</u>	<u>\$ 20,784</u>	<u>\$ —</u>	<u>\$ 129,347</u>
Liabilities:				
Interest rate swap agreements	\$ —	\$ —	\$2,819,967	\$ 2,819,967

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
2014				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 523,616	\$ -	\$ -	\$ 523,616
Marketable equity securities:				
Large-cap	1,238,248	-	-	1,238,248
International	644,905	-	-	644,905
Mutual funds, open-ended:				
Short-term fixed income	3,562,348	-	-	3,562,348
Intermediate-term bond fund	824,376	-	-	824,376
High yield bond fund	264,363	-	-	264,363
Foreign bond	14,168	-	-	14,168
Government securities	752,030	-	-	752,030
International equities	784,490	-	-	784,490
Domestic, large-cap	1,500,128	-	-	1,500,128
Domestic, mid-cap	147,920	-	-	147,920
Domestic, small-cap	3,480	-	-	3,480
Domestic, Multi Alt	112,233	-	-	112,233
Real estate fund	128,303	-	-	128,303
Mutual funds, closed-ended:				
Domestic, large-cap	2,510,846	-	-	2,510,846
Domestic, mid-cap	508,556	-	-	508,556
Domestic, small-cap	193,682	-	-	193,682
International equity	326,879	-	-	326,879
Commodity	991	-	-	991
Corporate and foreign bonds	-	711,063	-	711,063
Government and agency securities	-	366,744	-	366,744
	<u>\$14,041,562</u>	<u>\$1,077,807</u>	<u>\$ -</u>	<u>\$15,119,369</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 16,172	\$ -	\$ -	\$ 16,172
Marketable equity securities:				
Large-cap	225,799	57,705	-	283,504
Small-cap	-	33,685	-	33,685
International	-	72,307	-	72,307
Emerging markets	46,695	-	-	46,695
Mutual funds:				
Domestic fixed income	-	133,076	-	133,076
International fixed income	30,821	-	-	30,821
Commodity	42,050	-	-	42,050
Real estate investment trust	35,117	-	-	35,117
	<u>\$ 396,654</u>	<u>\$ 296,773</u>	<u>\$ -</u>	<u>\$ 693,427</u>
Liabilities:				
Interest rate swap agreements	<u>\$ -</u>	<u>\$ -</u>	<u>\$3,329,813</u>	<u>\$ 3,329,813</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

11. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2015 and 2014:

	<u>Interest Rate Swaps</u>
Beginning balance, August 31, 2013	\$(2,758,346)
Unrealized loss, net	(594,854)
Decrease due to deconsolidation of affiliate – see note 12	<u>23,387</u>
Ending balance, August 31, 2014	(3,329,813)
Unrealized loss, net	(227,568)
Decrease due to deconsolidation of affiliate – see note 12	<u>737,414</u>
Ending balance, August 31, 2015	<u>\$(2,819,967)</u>

Excluding interest rate swaps held by deconsolidated affiliates (see note 12), the net amounts of unrealized losses for the period attributable to the change in unrealized losses relating to the interest rate swaps still held at August 31, 2015 and 2014 were \$227,568 and \$594,854, respectively.

Easter Seals NH's other financial instruments, including cash and cash equivalents, accounts receivable from affiliates, program and other accounts receivable, contributions receivable, accounts payable, lines of credit, and long-term debt, have fair values approximating their carrying values because of the short-term nature of the financial instruments or because interest rates approximate current market rates.

12. Deconsolidation of Related Entity

On August 31, 2015, Easter Seals NH entered into an agreement with Fedcap, an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals NY to Fedcap for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals NY were transferred to Fedcap effective August 31, 2015. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals NY. Easter Seals NH recognized a decrease in net assets of \$80,656 as a result of the deconsolidation of Easter Seals NY. The accompanying 2015 consolidated financial statements include the operating results of Easter Seals NY for the period from September 1, 2014 through August 31, 2015.

On July 31, 2014, Easter Seals NH entered into an agreement with The Connecticut Institute for the Blind, Inc. d/b/a Oak Hill (Oak Hill), an unrelated entity, whereby Easter Seals NH agreed to transfer its sole member interest in Easter Seals CT to Oak Hill for no consideration. Accordingly, all of the assets, liabilities and net assets of Easter Seals CT were transferred to Oak Hill effective July 31, 2014. Easter Seals NH was concurrently released from all guarantees and other obligations related to Easter Seals CT. Easter Seals NH recognized a decrease in net assets of \$5,841,079 as a result of the deconsolidation of Easter Seals CT. The accompanying 2014 consolidated financial statements include the operating results of Easter Seals CT for the period from September 1, 2013 through July 31, 2014.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

12. Deconsolidation of Related Entity (Continued)

Summary statements of financial position and activities of Easter Seals NY for the years ended August 31, 2015 and 2014 and Easter Seals CT for the period ended July 31, 2014 are as follows:

	<u>Easter Seals NY</u> <u>August 31, 2015</u>	<u>Easter Seals NY</u> <u>August 31, 2014</u>	<u>Easter Seals CT</u> <u>July 31, 2014</u> <u>(Unaudited)</u>
Assets:			
Cash and cash equivalents	\$ 812,975	\$ 858,787	\$ 21,440
Program and other accounts receivable, net	3,291,793	3,039,832	18,572
Assets limited as to use	-	-	3,548,526
Investments, at fair value	706,842	900,840	256,832
Beneficial interests in trust held by others	501,660	563,738	5,719,267
Fixed assets, net	7,592,335	5,361,330	1,879,966
Other assets	<u>370,019</u>	<u>452,940</u>	<u>24,828</u>
Total assets	13,275,624	11,177,467	11,469,431
Liabilities:			
Line of credit	(3,101,513)	(1,935,548)	-
Accounts payable	(940,713)	(1,435,010)	-
Deferred revenue	(222,027)	(51,562)	(3,138,717)
Accrued expenses	(944,467)	(917,617)	-
Long-term debt	(6,802,401)	(4,966,713)	(2,365,500)
Interest rate swap agreement	(737,414)	(660,433)	-
Capital lease obligation	(78,325)	-	-
Other liabilities	<u>(368,108)</u>	<u>(239,506)</u>	<u>(124,135)</u>
Total liabilities	(13,194,968)	(10,206,389)	(5,628,352)
Net assets	\$ <u>80,656</u>	\$ <u>971,078</u>	\$ <u>5,841,079</u>
	<u>Year Ended</u> <u>August 31, 2015</u>	<u>Year Ended</u> <u>August 31, 2014</u>	<u>11-Month</u> <u>Period Ended</u> <u>July 31, 2014</u> <u>(Unaudited)</u>
Total public support and revenue	\$ 28,576,469	\$ 29,130,350	\$ 1,027,556
Total operating expenses	(29,757,863)	(29,888,051)	(856,861)
Other nonoperating expenses, gains and losses, net	<u>(273,772)</u>	<u>(141,883)</u>	<u>778,724</u>
Increase (decrease) in net assets before discontinued operations	\$ <u>(1,455,166)</u>	\$ <u>(899,584)</u>	\$ <u>949,419</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

12. Deconsolidation of Related Entity (Continued)

Losses from discontinued operations within Easter Seals NY for years ended August 31, 2015 and 2014 were \$63,854 and \$192,456, respectively. Losses from discontinued operations within Easter Seals CT for the eleven month period ended July 31, 2014 were \$454,230. Total increase (decrease) in net assets for Easter Seals NY for the year ended August 31, 2015 includes the forgiveness of accounts payable and loan to affiliates of \$628,598.

13. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary.
- On March 22, 2013, the Board of Directors of Easter Seals NY voted to discontinue the Bronx Early Intervention program.
- On May 2, 2014 the Sayville program in NY was discontinued as a license was not able to be obtained.
- On July 1, 2013, the Center for Therapeutic Recreation program located in Portland, Maine was transferred to the City of Portland and at that same time Easter Seals ME discontinued offering those services. On October 17, 2013, the Maine Board of Directors voted to close the Maine Vocational programs.
- On September 25, 2013, the Board of Directors of Easter Seals CT voted to discontinue the camp programs and cease all operations effective November 16, 2013.
- On June 11, 2014, the Board of Directors of Easter Seals NH voted to discontinue the Pediatric Outpatient programs located in Manchester and Dover due to significant losses the programs were experiencing.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

Summary statements of financial position for each of the above discontinued programs/entities as of August 31, 2015 and 2014 are as follows:

	<u>Harbor Schools</u>		<u>New York</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total assets	\$ 881,802	\$878,144	\$ 21,047	\$ 32,929
Total liabilities	645,381	648,892	61,380	44,511
Net assets (deficit):				
Unrestricted	187,136	180,556	(40,033)	(11,582)
Temporarily restricted	25,459	24,870	-	-
Permanently restricted	23,826	23,826	-	-

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2015 and 2014

13. Discontinued Operations (Continued)

	<u>Maine</u>		<u>New Hampshire</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total assets	\$ -	\$ 825	\$256,980	\$800,810
Total liabilities	-	-	-	31,783
Net assets:				
Unrestricted	-	825	256,980	769,027

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2015 and 2014 are as follows:

	<u>Harbor Schools</u>		<u>New York</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total public support and revenue	\$ 50,578	\$ 22,127	\$ -	\$ -
Operating expenses	(42,885)	(70,891)	(47,408)	(192,456)
Other nonoperating expense, gains or (losses)	(524)	830	-	-
Loss on sale of properties, net	-	-	(16,446)	-
Total increase (decrease) in net assets	\$ <u>7,169</u>	\$ <u>(47,934)</u>	\$ <u>(63,854)</u>	\$ <u>(192,456)</u>

	<u>Maine</u>		<u>Connecticut</u>		<u>New Hampshire</u>	
	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>	<u>2015</u>	<u>2014</u>
Total public support and revenue	\$ (302)	\$ 4,667	\$ -	\$ 57,166	\$ 19,096	\$ 1,276,909
Operating expenses	-	(42,262)	-	(511,596)	(119,573)	(2,018,853)
Gain (loss) on sale of properties, net	-	-	-	200	(46,620)	-
Total decrease in net assets	\$ <u>(302)</u>	\$ <u>(37,595)</u>	\$ <u>-</u>	\$ <u>(454,230)</u>	\$ <u>(147,097)</u>	\$ <u>(741,944)</u>

14. Concentrations

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals' investment portfolio consists of diversified investments, which are subject to market risk. No investments exceeded 10% of investments as of August 31, 2015.

OTHER FINANCIAL INFORMATION

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Current liabilities:								
Lines of credit	\$	\$	\$	\$	\$	\$	\$	\$
Accounts payable	1,861,772	13,946	1,068	2,425	-	-	-	262,356
Accrued expenses	4,084,707	22,980	41,272	13,283	551	-	-	1,879,211
Accounts payable to affiliates	-	-	2,756,262	123,156	361,474	-	(3,240,892)	4,162,793
Current portion of deferred revenue	1,034,952	51,748	24,077	-	21,000	-	-	1,131,777
Current portion of capital lease obligation	58,886	-	-	-	-	-	-	58,886
Current portion of interest rate swap agreements	442,045	-	-	-	-	-	-	442,045
Current portion of long-term debt	745,011	-	-	-	-	-	-	745,011
Total current liabilities	8,227,373	88,674	2,822,679	138,864	645,381	-	(3,240,892)	8,682,079
Deferred revenue, net of current portion	971,667	-	-	-	-	-	-	971,667
Other liabilities	1,010,108	-	-	-	-	-	-	1,010,108
Capital lease obligation, net of current portion	81,612	-	-	-	-	-	-	81,612
Interest rate swap agreements, less current portion	2,377,922	-	-	-	-	-	-	2,377,922
Long-term debt, less current portion	19,363,038	-	-	-	-	-	-	19,363,038
Total liabilities	32,031,720	88,674	2,822,679	138,864	645,381	-	(3,240,892)	32,486,426
Net assets (deficit):								
Unrestricted	14,588,670	2,417,858	(2,516,780)	8,489	187,136	-	-	14,685,373
Temporarily restricted	941,759	7,549	21,271	28,395	25,459	-	-	1,024,433
Permanently restricted	4,416,383	-	-	34,533	23,826	-	-	4,474,742
Total net assets (deficit)	19,946,812	2,425,407	(2,495,509)	71,417	236,421	-	-	20,184,548
	<u>\$51,978,532</u>	<u>\$2,514,081</u>	<u>\$ 327,170</u>	<u>\$ 210,281</u>	<u>\$ 881,802</u>	<u>\$</u>	<u>\$(3,240,892)</u>	<u>\$52,670,974</u>

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

LIABILITIES AND NET ASSETS

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Current liabilities:									
Lines of credit	\$ -	\$ -	\$ -	\$ -	\$ 262,356	\$ -	\$ 1,935,548	\$ -	\$ 2,197,904
Accounts payable	1,431,692	12,425	940	3,898	-	-	458,788	-	1,907,743
Accrued expenses	3,267,969	15,892	34,088	8,220	7,696	-	917,617	-	4,251,482
Accounts payable to affiliates	3,023,524	-	2,562,288	99,631	352,590	-	976,222	(7,014,255)	-
Current portion of deferred revenue	523,300	12,557	5,000	83	26,250	-	291,068	-	858,258
Current portion of interest rate swap agreements	474,355	-	-	-	-	-	141,215	-	615,570
Current portion of long-term debt	4,064,386	-	-	-	-	-	163,953	-	4,228,339
Total current liabilities	12,785,226	40,874	2,602,316	111,832	648,892	-	4,884,411	(7,014,255)	14,059,296
Deferred revenue, net of current portion	999,167	-	-	-	-	-	-	-	999,167
Other liabilities	987,185	-	-	-	-	-	-	-	987,185
Interest rate swap agreements, less current portion	2,195,025	-	-	-	-	-	519,218	-	2,714,243
Long-term debt, less current portion	14,173,540	-	-	-	-	-	4,802,760	-	18,976,300
Total liabilities	31,140,143	40,874	2,602,316	111,832	648,892	-	10,206,389	(7,014,255)	37,736,191
Net assets (deficit):									
Unrestricted	14,428,086	1,666,763	(2,422,354)	100,501	180,556	-	235,785	-	14,189,337
Temporarily restricted	690,526	(1)	57,912	-	24,870	-	171,555	-	944,862
Permanently restricted	4,398,190	-	-	38,768	23,826	-	563,738	-	5,024,522
Total net assets (deficit)	19,516,802	1,666,762	(2,364,442)	139,269	229,252	-	971,078	-	20,158,721
	\$50,656,945	\$ 1,707,636	\$ 237,874	\$ 251,101	\$ 878,144	\$ -	\$ 11,177,467	\$ (7,014,255)	\$ 57,894,912

* Includes Agency Realty, Inc., Webster Place, Inc. and Manchester Alcoholism Rehabilitation Center

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Supporting services:								
Management and general	\$ 8,603,810	\$ 435,732	\$ 195,933	\$ 142,268	\$ -	\$ 2,710,841	\$ (2,302,938)	\$ 9,785,646
Fundraising	<u>902,347</u>	<u>2,317</u>	<u>90,061</u>	<u>62,583</u>	-	<u>751,069</u>	-	<u>1,808,377</u>
Total supporting services	<u>9,506,157</u>	<u>438,049</u>	<u>285,994</u>	<u>204,851</u>	-	<u>3,461,910</u>	<u>(2,302,938)</u>	<u>11,594,023</u>
Total functional expenses	68,029,313	4,551,294	2,330,372	1,463,089	-	29,665,777	(2,404,190)	103,635,655
Support of National programs	<u>26,793</u>	-	<u>630</u>	<u>460</u>	-	<u>92,086</u>	-	<u>119,969</u>
Total operating expenses	<u>68,056,106</u>	<u>4,551,294</u>	<u>2,331,002</u>	<u>1,463,549</u>	-	<u>29,757,863</u>	<u>(2,404,190)</u>	<u>103,755,624</u>
Increase (decrease) in net assets from operations	2,290,211	233,977	(130,765)	(63,617)	-	(1,181,394)	(1,500)	1,146,912
Other nonoperating expenses, gains and losses:								
Change in fair value of interest rate swaps	(150,587)	-	-	-	-	(76,981)	-	(227,568)
Net realized and unrealized losses on investments	(381,953)	-	-	-	-	(25,299)	-	(407,252)
Increase (decrease) in fair value of beneficial interest in trusts held by others	3,890	-	-	(4,235)	-	(62,078)	-	(62,423)
(Loss) gain on sales and disposals of property, plant and equipment	(11,938)	-	-	-	-	1,690	-	(10,248)
Other nonoperating expenses	<u>(17,750)</u>	-	-	-	-	<u>(111,104)</u>	-	<u>(128,854)</u>
Capital transfer	(558,338)	-	-	(4,235)	-	(273,772)	-	(836,345)
(Loss) gain from discontinued operations	<u>(523,877)</u>	<u>523,877</u>	-	-	-	-	-	-
	<u>(148,597)</u>	-	<u>(302)</u>	-	<u>7,169</u>	<u>(63,854)</u>	<u>1,500</u>	<u>(204,084)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	1,059,399	757,854	(131,067)	(67,852)	7,169	(1,519,020)	-	106,483
Deconsolidation of affiliate	<u>(629,389)</u>	<u>791</u>	-	-	-	<u>547,942</u>	-	<u>(80,656)</u>
Total increase (decrease) in net assets	430,010	758,645	(131,067)	(67,852)	7,169	(971,078)	-	25,827
Net assets (deficit) at beginning of year	<u>19,516,802</u>	<u>1,666,762</u>	<u>(2,364,442)</u>	<u>139,269</u>	<u>229,252</u>	<u>971,078</u>	-	<u>20,158,721</u>
Net assets (deficit) at end of year	\$ <u>19,946,812</u>	\$ <u>2,425,407</u>	\$ <u>(2,495,509)</u>	\$ <u>71,417</u>	\$ <u>236,421</u>	\$ -	\$ -	\$ <u>20,184,548</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Supporting services:									
Management and general Fundraising	\$ 8,240,795	\$ 344,097	\$ 220,095	\$ 130,416	\$ -	\$ 147,814	\$ 2,722,667	\$ (2,386,314)	\$ 9,419,570
	<u>862,957</u>	<u>319</u>	<u>90,098</u>	<u>141,535</u>	<u>-</u>	<u>129,258</u>	<u>796,555</u>	<u>(13,783)</u>	<u>2,006,939</u>
Total supporting services	<u>9,103,752</u>	<u>344,416</u>	<u>310,193</u>	<u>271,951</u>	<u>-</u>	<u>277,072</u>	<u>3,519,222</u>	<u>(2,400,097)</u>	<u>11,426,509</u>
Total functional expenses	65,968,857	3,863,424	2,466,295	1,440,382	-	854,302	29,796,537	(2,431,097)	101,958,700
Support of National programs	<u>25,797</u>	<u>-</u>	<u>606</u>	<u>2,110</u>	<u>-</u>	<u>2,559</u>	<u>91,514</u>	<u>-</u>	<u>122,586</u>
Total operating expenses	<u>65,994,654</u>	<u>3,863,424</u>	<u>2,466,901</u>	<u>1,442,492</u>	<u>-</u>	<u>856,861</u>	<u>29,888,051</u>	<u>(2,431,097)</u>	<u>102,081,286</u>
Increase (decrease) in net assets from operations	966,556	77,195	(61,836)	(41,690)	-	170,695	(757,701)	(7,737)	345,482
Other nonoperating expenses, gains and losses:									
Change in fair value of interest rate swaps	(444,658)	-	-	-	-	33,354	(183,550)	-	(594,854)
Net realized and unrealized gains (losses) on investments	1,303,266	-	-	-	-	235,704	(4,020)	-	1,534,950
Increase in fair value of beneficial interest in trusts held by others	14,750	-	-	2,851	-	511,682	45,687	-	574,970
Gain (loss) on sales and disposals of property, plant and equipment	16,368	-	-	-	-	(2,016)	-	-	14,352
Other nonoperating expenses	<u>(249,092)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(249,092)</u>
	640,634	-	-	2,851	-	778,724	(141,883)	-	1,280,326
Loss from discontinued operations	<u>(741,943)</u>	<u>-</u>	<u>(37,595)</u>	<u>-</u>	<u>(48,439)</u>	<u>(461,463)</u>	<u>(192,456)</u>	<u>7,737</u>	<u>(1,474,159)</u>
Increase (decrease) in net assets before effects of deconsolidation of affiliate	865,247	77,195	(99,431)	(38,839)	(48,439)	487,956	(1,092,040)	-	151,649
Deconsolidation of affiliate	-	-	-	-	-	(5,841,079)	-	-	(5,841,079)
Total increase (decrease) in net assets	865,247	77,195	(99,431)	(38,839)	(48,439)	(5,353,123)	(1,092,040)	-	(5,689,430)
Net assets (deficit) at beginning of year	<u>18,651,555</u>	<u>1,589,567</u>	<u>(2,265,011)</u>	<u>178,108</u>	<u>277,691</u>	<u>5,353,123</u>	<u>2,063,118</u>	<u>-</u>	<u>25,848,151</u>
Net assets (deficit) at end of year	<u>\$ 19,516,802</u>	<u>\$ 1,666,762</u>	<u>\$ (2,364,442)</u>	<u>\$ 139,269</u>	<u>\$ 229,252</u>	<u>\$ -</u>	<u>\$ 971,078</u>	<u>\$ -</u>	<u>\$ 20,158,721</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2015

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	New York	Elimin- ations	Total
Salaries and related expenses	\$ 49,574,053	\$ 3,577,628	\$ 1,834,414	\$ 1,096,869	\$ -	\$ 21,555,197	\$ -	\$ 77,638,161
Professional fees	7,415,575	533,058	189,755	193,494	-	3,971,367	(2,388,906)	9,914,343
Supplies	1,952,095	27,908	20,485	9,217	-	910,426	-	2,920,131
Telephone	622,842	21,360	12,500	10,012	-	144,543	-	811,257
Postage and shipping	59,319	912	2,089	2,076	-	30,363	-	94,759
Occupancy	2,444,094	111,515	174,786	88,416	-	1,424,846	-	4,243,657
Outside printing, artwork and media	62,529	847	8,333	6,390	-	16,353	-	94,452
Travel	2,100,674	162,775	14,650	42,013	-	172,832	-	2,492,944
Conventions and meetings	209,924	20,428	6,140	2,727	-	139,649	(6,000)	372,868
Specific assistance to individuals	935,227	76,105	36,556	618	-	222,644	-	1,271,150
Dues and subscriptions	25,403	-	980	676	-	11,520	-	38,579
Minor equipment purchases- and equipment rental	207,153	2,966	2,764	2,336	-	29,127	-	244,346
Ads, fees and miscellaneous	107,080	1,794	5,266	713	-	17,587	-	132,440
Interest	907,340	-	-	-	-	365,055	(9,284)	1,263,111
Facility tax assessment	-	-	-	-	-	226,703	-	226,703
Depreciation and amortization	1,406,005	13,998	21,654	7,532	-	427,565	-	1,876,754
	<u>\$ 68,029,313</u>	<u>\$ 4,551,294</u>	<u>\$ 2,330,372</u>	<u>\$ 1,463,089</u>	<u>\$ -</u>	<u>\$ 29,665,777</u>	<u>\$ (2,404,190)</u>	<u>\$ 103,635,655</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2014

	* New Hampshire	Vermont	Maine	Rhode Island	Harbor Schools, Inc.	Connecticut	New York	Elimin- ations	Total
Salaries and related expenses	\$ 48,494,900	\$ 2,970,136	\$ 1,999,154	\$ 1,053,169	\$ -	\$ 544,811	\$ 21,791,248	\$ -	\$ 76,853,418
Professional fees	6,982,525	533,037	188,905	228,820	-	211,335	3,776,125	(2,413,005)	9,507,742
Supplies	1,750,451	23,661	19,749	6,305	-	6,169	871,909	-	2,678,244
Telephone	684,805	15,065	6,345	9,051	-	3,934	148,073	-	867,273
Postage and shipping	70,760	1,033	3,123	2,173	-	1,280	34,635	-	113,004
Occupancy	2,097,572	85,308	168,892	84,892	-	49,802	1,593,939	-	4,080,405
Outside printing, artwork and media	67,850	3,479	9,570	4,559	-	449	41,120	-	127,027
Travel	2,231,402	118,835	6,591	39,351	-	8,863	189,950	(69)	2,594,923
Conventions and meetings	168,077	18,125	16,466	1,254	-	9,710	156,942	-	370,574
Specific assistance to individuals	968,332	70,856	22,066	-	-	12,455	171,751	-	1,245,460
Dues and subscriptions	22,081	-	2,424	125	-	870	15,339	-	40,839
Minor equipment purchases- and equipment rental	215,839	18,748	7,922	7,850	-	1,698	117,599	-	369,656
Ads, fees and miscellaneous	27,699	1,937	2,542	355	-	230	11,013	-	43,776
Interest	885,953	-	-	-	-	-	308,286	(18,023)	1,176,216
Bad debt provision	-	-	-	-	-	-	-	-	-
Facility tax assessment	-	-	-	-	-	-	182,791	-	182,791
Depreciation and amortization	1,300,611	3,204	12,546	2,478	-	2,696	385,817	-	1,707,352
	<u>\$ 65,968,857</u>	<u>\$ 3,863,424</u>	<u>\$ 2,466,295</u>	<u>\$ 1,440,382</u>	<u>\$ -</u>	<u>\$ 854,302</u>	<u>\$ 29,796,537</u>	<u>\$ (2,431,097)</u>	<u>\$ 101,958,700</u>

* Includes Agency Realty, Inc., Webster Place Inc., and Manchester Alcoholism Rehabilitation Center

2016 Farnum Center Board of Directors

Chairman

Ian MacDermott

Past Chair

Rob Wieczorek

Secretary

Nancy Hacking

James Barry

Lori Levesque

James Craig

Peter Anderson

Timm Runnion

Kriss Blevens

Tom Bullock

CHERYL A. WILKIE, Psy.D., MLADC
Easter Seals/Farnum Center

EMPLOYMENT HISTORY

Easter Seals New Hampshire, Inc. /Farnum Center **2008-present**
Senior Vice President of Substance Abuse Services
Recruited to redesign and manage a struggling residential and outpatient treatment facility and improve operations.

- Recruitment and supervision of clinical staff.
- Supervise doctors, nurses and all management staff.
- Identify staff development needs for all staff (clinical and resident instructors) and provide training.
- Design evidence based programming for all modalities.
- Develop grant proposals and other funding opportunities in collaboration with other staff.
- Coordinate and facilitate treatment team meetings.
- Opened additional intensive outpatient programs.
- Assure program compliance with applicable Federal and State laws and regulations.
- Maintain administrative and fiscal records.
- Attend community meetings to support substance abuse programming throughout the state.

Southern New Hampshire Services
Pre-Placement Program, Manchester, N.H. **2003-2008**
Director of a drug and alcohol treatment program for offenders in the criminal justice system.

- Supervision of all staff.
- Administration of all Community Corrections Programs.
- Provided individual and group counseling to clients waiting to enter intensive outpatient or residential programs.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.

Merrimack County Attorney's Office, Concord, N.H. **1998-present**
Clinical Director/Masters Licensed Drug and Alcohol Counselor (MLADC)

- Provide chemical dependency evaluations for clients involved in the criminal justice system through the Pre-Trial Services, Diversion and FAST Programs.
- Make recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Provide training to all staff involving drug and alcohol and mental health issues.

Southern New Hampshire Services

Manchester Academy Program, Manchester, N.H.

1998-2003

Clinical Director of a community based alternative sentencing program for adult offenders.

- Provided substance abuse evaluations to the Court system.
- Made recommendations to Superior and District Courts regarding offender's treatment and sentencing.
- Case management of offenders.

Promoted to Director of the Manchester Academy Program

2003-2008

- Supervision of all staff.
- Maintained administrative and fiscal records.
- Reporting and data compliance for the NH Department of Corrections.

Odyssey Family Center, Canterbury, N.H.

1993-1998

Supervisor at a long-term drug and alcohol treatment program for pregnant and post partum women.

- Supervised direct care staff.
- Provided drug and alcohol treatment services, individual and group counseling.
- Provided intake evaluations and to case load management.
- Coordinated outreach screening and continuing care services for clients and their children.
- Maintained administrative and fiscal records.

N.H. Department of Corrections, Probation/Parole Field Services

1991-1992

- Set up and co-facilitated counseling support groups for women being paroled to their home communities.
- Counseled women with drug and alcohol issues, parenting issues, financial problems, and domestic violence and sexual abuse issues.
- Made referrals to diverse support groups and worked with women in developing strategies for staying out of the criminal justice system.

N.H. State Prison for Women, Goffstown, N.H.

1987-1993

Internship through Springfield College

- Provided individual counseling and group therapy as a drug and alcohol counselor.
- Performed crisis intervention within the prison system.
- Provided transitional support for women returning to their home communities.

EDUCATION

Psy.D., Forensic Psychology, Eisner Institute, 2009.

Double Masters Degree, Psychology/Human Services Administration, Springfield College, 1998

Bachelor of Science Degree in Criminal Justice, Springfield College, 1994

LICENSE AND CERTIFICATION

Master Licensed Alcohol and Drug Counselor (MLADC), license #0398, expiration 2/2017

Clinically certified by the Department of Transportation to perform evaluations (SAP)

MARY BETH LAVALLEY, M.A.

PROFESSIONAL EXPERIENCE

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, Manchester, NH 12/03 – present
Director of Strategic Planning, 12/03-9/23/05

Vice President, Strategic Planning and Business Development; as of 9/25/06

- ♦ Research and analyze potential new business opportunities.
- ♦ Maintain the agency's dashboard and closely monitor the metrics.
- ♦ Develop strategic plans for new business development which include developing marketing plans and financial projections.
- ♦ Oversee education, consultation, research and behavioral health staffing contract services.
- ♦ Supervise and provide direction, leadership and technical assistance to staff members of the Strategic Planning Department.
- ♦ Attend Strategic Planning meetings of the Board of Directors, and provide monthly updates.
- ♦ Develop long-range plans for programs and services and evaluate their effectiveness.
- ♦ Served on the Advisory Board that oversaw behavioral health integration at Catholic Medical Center.
- ♦ Serve on the local Evidence-Based Practice Advisory Board.
- ♦ Served on the Executive Committee of the Manchester Sustainable Access Project (MSAP), a planning initiative of Healthy Manchester Leadership Council as well as on MSAP's Oral Health, Westside Neighborhood Health Center and Behavioral Health Integration Subcommittees. Served as Chairperson for the Oral Health Subcommittee and continue to serve as the Chairperson for the Behavioral Health Integration Committee.
- ♦ Represent the agency on internal and external planning committees.
- ♦ Oversee all aspects of the Mental Health First Aid Program including marketing in the community, scheduling instructors and maintaining all data.
- ♦ Served on the agency's Marketing/Public Relations Committee since 2003 and have been the chairperson since 2007.

Exemplary Accomplishments:

- ♦ Led the Oral Health Committee in efforts to select, purchase and implement an Electronic Dental Record for the three partnering agencies: Catholic Medical Center's Poisson Dental Clinic; Easter Seals Dental Clinic; and the Manchester Health Department's school-based oral health program. Services expanded from serving kindergarten children to children at all of the Title IX schools in Manchester and a satellite of the Poisson Dental Clinic run at Dartmouth-Hitchcock Manchester.
- ♦ Negotiated and secured behavioral health integration contracts with several area health care organizations expanding the availability of behavioral health services into community settings that do not have stigma associated with a mental health center. Some of the agencies have included Dartmouth-Hitchcock Manchester, Manchester Community Health Center/Child Health Services, and Easter Seals NH.
- ♦ Built an integrated Naturopathic Practice that increased from 4 hours a week to business requiring a Naturopathic Doctor 4 to 5 days a week. Secured a grant from the Itleson Foundation to assist with marketing the program and documenting how to integrate naturopathic medicine in a behavioral health setting.
- ♦ Served on a state-wide committee to develop a model for community mental health centers to serve as health homes.

PRIVATE CONSULTANT

summer / fall 2001; summer 2003

Assist community coalitions to develop strategic plans and research potential sources of funds. Prepare grant proposals and provide technical assistance regarding potential sources of funds and grant proposal review.

MARY BETH LAVALLEY, M.A.

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LORETTO, Syracuse, NY

10/01 – 08/03

Director of Grant and Research Development

- ♦ Researched local, state and national funding sources to meet agency's program and facility needs.
- ♦ Collaborated with staff to identify resource needs and develop strategic plans.
- ♦ Prepared narrative and financial reports based on statistical information and other project information.
- ♦ Supervised the grant writer and administrative assistant.
- ♦ Prepared narrative and financial reports for funders and monitored programs/expenses for compliance.

Exemplary Accomplishments:

- ♦ Secured over \$3.0 Million in funds to enhance training programs, renovate facilities to the needs of the frail elderly, and to establish enhanced programs for the frail elderly and their caregivers.
- ♦ Created and implemented protocol to monitor program progress and ensure grant objectives, financial spend down and reporting requirements were met.
- ♦ Established excellent reputation among state and federal agencies, securing opportunities for future funding.

SYRACUSE ONONDAGA DRUG & ALCOHOL ABUSE COMMISSION, Syracuse, NY

11/99 – 08/01

Executive Director

- ♦ Developed programs, action plans, policies and direction for the promotion and education of substance abuse prevention and treatment in Syracuse City and Onondaga County.
- ♦ Monitored and evaluated effectiveness of projects
- ♦ Served as liaison to local coalitions and chaired committees.
- ♦ Developed and monitored budgets.
- ♦ Hired, supervised, trained and evaluated staff.

Exemplary Accomplishments:

- ♦ Re-energized the Commission by securing members, establishing committees, developing a strategic plan, and securing federal grant funds to hire staff and expand programming.
- ♦ Secured approximately \$275,000 in funding.

SCOTTSDALE UNIFIED SCHOOL DISTRICT, Scottsdale, AZ

11/97 – 06/99

Prevention Specialist

Grant funded position through Title IV Safe and Drug Free Schools.

- ♦ Oversaw prevention programs at 29 schools.
- ♦ Monitored and distributed the district's prevention funds, responded to compliance issues, completed reports, and developed prevention plans.
- ♦ Managed expenditure of prevention funds, made recommendations on best practices, and evaluated results.
- ♦ Assisted in coordinating community responses to prevention by working with coalitions.

Exemplary Accomplishments:

- ♦ Developed and implemented training and structure of peer mediation and mentor programs.
- ♦ Created and established application process used by schools to obtain funds.

WILSON ELEMENTARY SCHOOL DISTRICT, Phoenix, AZ

12/96 – 10/97

Prevention Education Coordinator

Temporary position funded through the City of Phoenix Community Impact Initiative Grant.

- ♦ Developed, implemented and evaluated prevention education programs for high at-risk population.
- ♦ Coordinated prevention/early intervention activities of internal and external staff.
- ♦ Served as member of Student Assistance Team and the Wilson Community Coalition.
- ♦ Editor of *The Wilson Ways*, a monthly school newsletter.

Exemplary Accomplishments:

- ♦ Developed and established peer mediation and mentor programs.
- ♦ Established and maintained strong linkages with community organizations and businesses.

MARY BETH LAVALLEY, M.A.

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RAPPAHANNOCK AREA COMMUNITY SERVICES BOARD, Fredericksburg, VA
Director of Prevention/Public Information

11/88 – 10/96

- ♦ Developed, coordinated and evaluated research-based prevention programs.
- ♦ Created and maintained budgets and program statistics. Monitored progress and ensured funding source compliance.
- ♦ Served as Executive Director of Rappahannock Area Kids on the Block, Inc., a non-profit agency that educated youth on disabilities, differences and social concerns.
- ♦ Marketed Kids on the Block program, scheduled performances, and organized fund raising and promotional events.
- ♦ Promoted agency through organizing speakers' bureau, brochures, annual reports, quarterly newsletters, and special events.

Exemplary Accomplishments:

- ♦ Expanded prevention department from one staff person to 14 through conducting a community needs assessment, developing a long-range plan and securing funds through grant writing.
- ♦ Developed and successfully implemented 9 prevention programs dealing with substance abuse, drop out, violence, teen pregnancy, and child abuse and developmental disabilities.

EDUCATION

Texas Woman's University, Denton TX
M.A., School Health Education

Franklin Pierce University, Concord, NH
B.S., Business Management

University of Great Falls, Great Falls, MT
A.S., Computer Science

COMMUNITY/VOLUNTEER ACTIVITIES

- ♦ Volunteer organizer for the Out of the Darkness Walks in Portsmouth for 11 years
- ♦ Organize an annual Pampered Chef fund raiser to benefit a local animal shelter/rescue organization
- ♦ Volunteer at church with fund raisers, teaching religious education, greeting, and hospitality and have served as a Eucharistic Minister

REFERENCES

Jane Guilmette, Vice-President of Quality Improvement & Corporate Compliance, The Mental Health Center of Greater Manchester
(603) 296-5940 (cell); janeguilmette@gmail.com

Marc Guillemette, Director of the Office of Catholic Identity, Catholic Medical Center
(603) 361-4980 (cell); mguillemette@att.net

Arlene Robbins, Retired Chief Financial Officer, The Mental Health Center of Greater Manchester
(603) 706-5387 (cell); goldfish2@netzero.net

Paul Mertzic, Executive Director Primary Care & Community Health Services, Catholic Medical Center
(603) 663-8709 (work); pmertzic@cmc-nh.org

CHRISTINE WEBER, LADC

Licensed Alcohol and Drug Abuse Counselor. License #814 since 2010.

EDUCATION:

--AS in Addiction Counseling. New Hampshire Technical Institute, Concord, New Hampshire.

-- BA in Psychology. University of New Hampshire.

AFFILIATIONS:

NH Center for Excellence Clinical Supervision Collaborative

Greater Manchester Substance Abuse Collaborative

NIATx Collaborative

Adult Drug Court Planning Initiative

NH Military Alcohol & Drug Committee

WORK EXPERIENCE:

Serenity Place Crisis Center, Manchester New Hampshire:

Crisis Site Technician: 2006-2007. Detoxification

Substance Abuse Counselor: April 2007 to November 2008.

R.E.A.P (Resources for Evaluating Alcohol Problems), Manchester New Hampshire:

DWI Aftercare Facilitator: May 2011 to September 2011.

Easter Seals Farnum Center, Manchester New Hampshire:

Clinician and Program Coordinator: November 2008 to June 2013.

Practice Manager: June 2013 to May 2014. Implemented third-party billing relationships and expertise resulting in revenue exceeding one million dollars in the first fiscal year.

Director of Substance Abuse Services: Overseeing clinical and administrative operations of Farnum Center since May 2014.

References available upon request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	\$352,452	0%	\$ 0.00
Elin Treanor	CFO	\$240,000	0%	\$ 0.00
Susan Ryan	COO	\$160,000	0%	\$ 0.00
Cheryl Wilkey	Sr VP, Substance Abuse Services	\$160,000	25%	\$40,000
Mary Beth LaValley	VP	\$100,000	75%	\$75,000
Christine Weber	Director of Substance Abuse Services	\$ 77,250	43%	\$33,218

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (16-DHHS-DCBCS-BDAS-04-02)



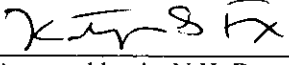
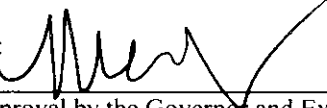
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name National Council on Alcoholism and Drug Dependence/Greater Manchester		1.4 Contractor Address 101 Manchester Street Manchester, NH 03101	
1.5 Contractor Phone Number (603) 625-6980	1.6 Account Number 05-95-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$207,700
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory NCADD/6m Sharon Drake CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</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 1.2.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
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>5/19/16</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>5/23/16</u> Megan A. Kade - 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 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.

2. Scope of Services

2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.

2.2. The Contractor shall expand the infrastructure capacity to provide substance use disorder (SUD) treatment services. Expansion of available services shall include, but not be limited to:

2.2.1. Expanding capacity in the adult Intensive Outpatient Program (IOP, ASAM Level 2.1) for men ages 17 years and older determined to need more than outpatient counseling but do not require residential treatment. Services shall be delivered over no more than sixteen (16) weeks and include but are not limited to:

2.2.1.1. Nineteen (19) collaborative group meetings.

2.2.1.2. Four (4) to six (6) individual counseling sessions.

2.2.1.3. Family meetings.

2.2.1.4. Aftercare services

2.2.1.5. Referral services.

2.2.1.6. Meetings three (3) nights per week for three (3) hours per night during the first six (6) weeks.

2.2.1.7. Meetings one (1) evening per week for one (1) to three (3) hours for the remaining ten (10) weeks, which includes one (1) to one (1) counseling sessions.

2.2.2. Adding new Partial Hospitalization Program (PHP, ASAM Level 2.5) treatment services that deliver a specifically designed level of care intended to meet the unique needs of adults who are experiencing psychiatric systems and/or substance use disorder problems that impair daily functioning. Services shall be available to clients who



Exhibit A

- are in need of intense and structured programming, but are not in need of 24-hour continuous care. The Contractor shall:
- 2.2.2.1. Ensure PHP services are provided to clients for a minimum of twenty (20) hours per week, in accordance with individual treatment plans, which includes a range of outpatient treatment and recovery support services.
 - 2.2.2.2. Ensure PHP services offer immediate access to a safe, structured environment that enables the individual to return to their residence at night to maintain family relationships.
 - 2.2.2.3. Ensure case management services assist individuals with identifying and addressing services needs beyond substance use disorder treatments.
- 2.2.3. Adding new Outpatient Withdrawal Management Program services for individuals who do not clinically require residential treatment services but do have the ability to manage their withdrawal process in an outpatient setting as defined in ASAM Criteria 1-WM. The Contractor shall ensure services include, but are not limited to:
- 2.2.3.1. Clinically managed treatment services, including individual, group and family counseling.
 - 2.2.3.2. Appropriate physician referrals for individuals interested in medication assisted treatment.
 - 2.2.3.3. Group counseling sessions on a variety of topics for individuals and families.
 - 2.2.3.4. Daily recovery groups and activities as well as case management to assist clients with referrals and treatment planning for the next stage of recovery.
 - 2.2.3.5. Access to services available through the Wrap Around Care Initiative described in Section 2.2.4
- 2.2.4. Expanding capacity in Wrap Around Care Initiative services, which include, but are not limited to:
- 2.2.4.1. Assisting individuals with developing recovery action plans in order to determine the appropriate level of care at the time of inquiry, while concurrently addressing medical, mental health and social issues.
 - 2.2.4.2. Ensuring clinically managed peer recovery support and community advocacy services are available on a walk-in basis from 8AM to 8PM, 7 days per week. The Contractor shall ensure:



Exhibit A

- 2.2.4.2.1. Recovery Care Specialists are accessible to individuals receiving services from 8:00AM to 8:00PM, seven (7) days per week.
- 2.2.4.2.2. Calls received after 8:00PM are answered by qualified staff who shall assist callers by completing Immediate Needs Assessments to determine the next course of action.
- 2.2.4.2.3. Local emergency departments have the ability to contact the 24-7 Wrap-Around Staff to dispatch on-call clinicians, as needed.
- 2.2.4.3. Ensuring trained peer support workers are available to conduct an initial screen and an Immediate Needs Assessment.
- 2.2.4.4. Providing case management, which includes on-the-spot referrals and appointment scheduling.
- 2.2.4.5. Ensuring individuals have access and connect to specialty services that may not be available through the Contractor.
- 2.2.4.6. Addressing issues that may be present in the individual's life either by referral or directly by the case manager and/or clinician assigned to the recovery plan, which may include but are not limited to:
 - 2.2.4.6.1. Domestic violence.
 - 2.2.4.6.2. Trauma.
 - 2.2.4.6.3. Child welfare.
 - 2.2.4.6.4. Legal issues.
 - 2.2.4.6.5. Loss of employment concerns.
- 2.2.4.7. Ensuring peer support workers and Recovery Coaches are available to meet with individuals on a daily basis in order to:
 - 2.2.4.7.1. Provide assistance to each individual with adherence to his/her recovery action plan.
 - 2.2.4.7.2. Offer emotional support.
 - 2.2.4.7.3. Assist with meeting attendance requirements.
- 2.2.4.8. Providing additional recovery support services and integrated case management in order to assist individuals with accessing physical and mental health services, as well



Exhibit A

- as other supports needed to achieve recovery and overall wellness goals.
- 2.2.4.9. Utilizing technology based components that are HIPAA and 42CFR, Part 2 compliant, as appropriate, for peer support work as well as case management.
 - 2.2.4.10. Providing access to Wrap Around groups and services to any individual on a waitlist at any agency.
 - 2.2.4.11. Referring individuals who complete residential programs to Wrap Around for continued case management and recovery support services.
 - 2.2.4.12. Ensuring individuals who require residential treatment, in accordance with ASAM criteria, remain at the facility until a bed is available or a safe environment with appropriate supports is available.
- 2.3. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services. The Contractor shall provide residential programming that includes, but is not limited to:
- 2.3.1. Withdrawal Management services as defined as ASAM Criteria Level 3.7-WM. Withdrawal Management services provide a combination of clinical and/or medical services utilized to stabilize the client while they are undergoing withdrawal.
 - 2.3.2. High-Intensity Residential Treatment for Adults as defined as ASAM Criteria, Level 3.. This service provides residential substance use disorder treatment designed to assist individuals who require a more intensive level of service in a structured setting.
 - 2.3.3. Low-Intensity Residential Treatment as defined as ASAM Criteria, Level 3.1 for adults. Low-Intensity Residential Treatment services provide residential substance abuse treatment services designed to support individuals that need this residential service. The goal of low-intensity residential treatment is to prepare clients to become self-sufficient in the community. Residents typically work in the community and may pay a portion of their room and board.
 - 2.3.4. Transitional Living Services provide residential substance abuse treatment services designed to support individuals as they transition back into the community. Transitional Living Services are not defined by ASAM. Transitional Living services must include at least 3 hours of clinical services per week of which at least 1 hour must be



Exhibit A

delivered by a Licensed Alcohol and Drug Counselor (LADC) or Master Licensed Alcohol and Drug Counselor (MLADC) or unlicensed counselor working under the supervision of a LADC or MLADC and 2 hours must be delivered by a Certified Recovery Support Worker (CRSW). The maximum length of stay in this service is 6 months. Residents typically work in the community and may pay a portion of their room and board.

2.3.5. Case Management Services to assist clients in identifying and addressing service needs beyond substance use disorders treatment.

2.4. The Contractor shall ensure services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improve, which include but are not limited to:

2.4.1. Shift Change Reports that are completed at the beginning of each shift, 3 times per day. The Contractor shall ensure:

2.4.1.1. The outgoing shift reports any incidents, which may include but are not limited to, behaviors, client choices and treatment team decisions in order to keep each shift fully informed while providing a consistent delivery of service 24 hours per day, 7 days per week.

2.4.1.2. Waitlists are reviewed.

2.4.1.3. Interim service engagement is monitored.

2.4.1.4. Staffing levels/issues are discussed.

2.4.2. Treatment Team Meetings take place at 3:00 PM every day, Monday through Friday. The Contractor shall:

2.4.2.1. Ensure Treatment Teams include, but are not limited to:

2.4.2.1.1. Outgoing first shift staff members.

2.4.2.1.2. Incoming second shift staff members.

2.4.2.1.3. Senior Clinician.

2.4.2.1.4. Case manager.

2.4.2.1.5. Clinical Director.

2.4.2.2. Ensure discussions at meetings focus on problems encountered in relation to a client's specific behaviors, treatment goals, case management goals and choices in order to resolve these problems.



Exhibit A

- 2.4.2.3. Team Meetings are clinically based and provide an opportunity to promote development of specified skills and competencies, which bring about:
 - 2.4.2.3.1. Measurable outcomes.
 - 2.4.2.3.2. Increased levels of accountability in all programs.
 - 2.4.2.3.3. Professional nurturing.
 - 2.4.2.3.4. Personal development, as appropriate.
- 2.4.3. Case Conference monthly meetings that are a forum in which treatment plans and aftercare/discharge planning are discussed; goals are set; and objectives are communicated. The Contractor shall ensure Case Conferences are attended by:
 - 2.4.3.1. The case manager.
 - 2.4.3.2. The counselor.
 - 2.4.3.3. The direct care staff (CRSW).
 - 2.4.3.4. The client.
 - 2.4.3.5. The client's family members of choice.
- 2.4.4. Quality Assurance/Improvement through a three-pronged process, that includes:
 - 2.4.4.1. Weekly spot checks by the Clinical Director and Senior Clinician.
 - 2.4.4.2. Monthly checks of 10% of the months' records (open and/or closed) by the Treatment Team.
 - 2.4.4.3. Quarterly review of clinical written records by the QA/Improvement Committee. The Contractor shall ensure:
 - 2.4.4.3.1. Any corrective action to be taken is documented, including but not limited to the specific action and timeframe for completion.
 - 2.4.4.3.2. The Clinical Director and/or Senior Clinician follow up with QA/Improvement committee to ensure satisfactory correction/completion.
- 2.4.5. Senior Management Team meetings conducted once per week or more often, as needed, to address areas of concern with action steps and timeframes for completion. The Contractor shall ensure Senior Management Team meetings include:



Exhibit A

- 2.4.5.1. CEO.
- 2.4.5.2. Chief Operations and Development Director.
- 2.4.5.3. Clinical Director.
- 2.4.5.4. Controller.

3. Staffing

- 3.1. The Contractor shall expand current services by hiring additional staff or expanding current part-time staffing resources to provide services, which shall include, but not be limited to:
 - 3.1.1. Two (2) full-time Recovery Care Specialists (CRSW).
 - 3.1.2. One (1) MLADC.
 - 3.1.3. One (1) Clinical Case Manager.
 - 3.1.4. On-call per-diem LADC positions which will be spread among as many as three (3) additional LADCs.
- 3.2. The Contractor shall ensure all staff participate in training, which includes but is not limited to:
 - 3.2.1. The Employee Handbook, which must be read by the employee who signs a statement that the Handbook has been read, which outlines:
 - 3.2.1.1. Agency's policies.
 - 3.2.1.2. Code of conduct.
 - 3.2.1.3. Ethical obligations.
 - 3.2.1.4. Confidentiality policies.
 - 3.2.2. Orientation process, which includes:
 - 3.2.2.1. A new employee checklist to familiarize themselves with their physical surroundings as well as the operational components of the facility.
 - 3.2.2.2. Lessons on the Contractor's history, mission and vision as well as becoming familiar with intake and having an understanding of front office procedures in order to become familiar with the agency as a whole.
 - 3.2.3. Shadowing and role modeling opportunities for new employees that include continued communication and updates with Supervisors, the Clinical Director and the senior Management Teams, where:
 - 3.2.3.1. Current staff are responsible for explaining specific job duties to newly hired staff and role modeling specific behaviors.



Exhibit A

- 3.2.3.2. Newly hired staff are encouraged to ask questions and offer suggestions during the training process.
- 3.2.4. Additional trainings that include but are not limited to:
 - 3.2.4.1. First Aid Certification.
 - 3.2.4.2. CPR Certification.
 - 3.2.4.3. Crisis Prevention and Intervention Certification.
 - 3.2.4.4. Incident Report training.
 - 3.2.4.5. Clinical Notes training.
 - 3.2.4.6. Trauma Informed Care training.
- 3.3. The Contractor shall ensure staff development includes, but is not limited to:
 - 3.3.1. One (1) to one (1) supervision and Treatment Team meetings.
 - 3.3.2. Attainment of a CRSW within six (6) to twelve (12) months of hire.
 - 3.3.3. One (1) to one (1) meetings with the Clinical Director to develop an education plan with goals and objectives, which may include secondary education, and to work through any barriers to achieving those goals and objectives, including the allowance of flex scheduling, as needed.
- 3.4. The Contractor shall ensure clinical supervision is provided by the Clinical Director and the Senior Clinician, both of whom shall be dually licensed MLADCs and LCMHCs. Supervision sessions may include, but are not limited to:
 - 3.4.1. Audits of clinical charts.
 - 3.4.2. Identification of delinquencies in documentation.
 - 3.4.3. Case management.
 - 3.4.4. Compliance with organizational standards.
 - 3.4.5. Observation and evaluation of clinical interactions.
 - 3.4.6. Teaching and demonstrating appropriate strategies and techniques.
 - 3.4.7. Interpretation of events and/or incidents.
 - 3.4.8. Coaching, encouragement, and morale building.
 - 3.4.9. Normalizing the difficulty of clinical work.
 - 3.4.10. Reducing professional isolation and uncertainty.
 - 3.4.11. Understanding ethics and boundaries.
 - 3.4.12. Assessment of skills.



Exhibit A

- 3.4.13. Staff development plans.
- 3.4.14. Identifying individual and team strengths.
- 3.4.15. Job performance impairments and skill deficits.
- 3.4.16. Proper process for recordkeeping.
- 3.4.17. Relationship between clinical services.
- 3.4.18. Fee collection and procedures for fee collection (from third party payors or self-pay).
- 3.4.19. Overall fiscal and administrative responsibilities.

4. Reporting

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
 - 4.1.1. Provide narrative, electronic reports to the Department that include but are not limited to, information on:
 - 4.1.1.1. Initial staffing updates.
 - 4.1.1.2. Staff training updates.
 - 4.1.1.3. Any barriers or challenges to timely program implementation.
 - 4.1.1.4. Budget to actuals/monthly expenditure of funds.
 - 4.1.1.5. Plan to overcome barriers identified in Section 4.1.1.3 during the following month.

5. Deliverables

- 5.1. The Contractor shall expand current services by hiring additional staff no later than six (6) months from the contract effective date, which shall include, but not be limited to:
 - 5.1.1. Two (2) full-time Recovery Care Specialists (CRSW).
 - 5.1.2. One (1) Clinical Case Manager.
- 5.2. The Contractor shall expand current services by hiring additional staff no later than the contract completion date, which shall include but not be limited to:
 - 5.2.1. One (1) MLADC.
 - 5.2.2. On-call per-diem LADC positions which will be spread among as many as three (3) additional LADCs.
- 5.3. The Contractor shall ensure the ability to provide services to an additional 325 individuals in need of services no later than thirty (30) prior to the contract end-date.



Method and Conditions Precedent to Payment

1. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<https://www.cfda.gov>) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with Exhibit B-1 Budgets to expand services in accordance with Exhibit A, Scope of Services.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual costs incurred for the previous month.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring amounts between budget line items in Exhibit B-1, Budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget


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

Bidder/Program Name: National Council on Alcoholism & Drug Dependence Greater Manchester
Budget Request for: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion

Budget Period: July 1, 2016 through June 30, 2017

Line Item	Total Program Costs		Construction Share / Match		Funded by DHHS contract share		Total
	Direct Incremental	Indirect / Fixed	Direct Incremental	Indirect / Fixed	Direct Incremental	Indirect / Fixed	
1. Total Salary/Wages	\$ 238,094.00	\$ 11,090.00	\$ 57,519.00	\$ 2,876.00	\$ 161,475.00	\$ 9,074.00	\$ 190,549.00
2. Employee Benefits	\$ 21,511.00	\$ 1,076.00	\$ 5,177.00	\$ 256.00	\$ 4,399.00	\$ 817.00	\$ 17,151.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ 950.00	\$ 47.00	\$ 950.00	\$ 47.00	\$ -	\$ -	\$ -
Renal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,800.00	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,500.00	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ -	\$ -	\$ -
7. Occupancy	\$ 20,000.00	\$ 1,000.00	\$ 20,000.00	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -
Postage	\$ 375.00	\$ 79.00	\$ 454.00	\$ 79.00	\$ -	\$ -	\$ -
Subscriptions	\$ 2,250.00	\$ -	\$ 2,250.00	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 1,490.00	\$ 75.00	\$ 1,490.00	\$ 75.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ 500.00	\$ 25.00	\$ 500.00	\$ 25.00	\$ -	\$ -	\$ -
9. Software	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,750.00	\$ -	\$ 1,750.00	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subpoenas/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 296,370.00	\$ 14,377.00	\$ 98,665.00	\$ 4,448.00	\$ 197,895.00	\$ 9,891.00	\$ 207,786.00

Indirect At A Percent of Direct 4.9%

Contractor Initials: 
Date: 6/20/16



SPECIAL PROVISIONS

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

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



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

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

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

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

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

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Date 5/17/16



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 Division reserves the right to renew the Contract for up to two 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)

101 Manchester St, Manchester, NH 03101
15 Brook St, Manchester, NH 03104

Check if there are workplaces on file that are not identified here. 351 Chestnut St, Manchester, NH 03101

Contractor Name: NCADD/GM - Serenity Place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: NCADD/Gm - Serenity Place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Contractor Initials SD
Date 5/17/16



**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 SD

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

Date 5/17/16



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: NCADD/6m - Serenity Place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO

Exhibit G

Contractor Initials SD

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

Date 5/17/16



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: *NCADD/GM - Serenity Place*

5/17/16
Date

Sharon Drake
Name: *Sharon Drake*
Title: *CEO*



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



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

SD

5/17/16



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.

The State

Frank FX
Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

5/19/16
Date

NCADD/6m - Serenity Place
Name of the Contractor

Sharon Drake
Signature of Authorized Representative

Sharon Drake
Name of Authorized Representative

CEO
Title of Authorized Representative

5/17/16
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: NCADD/6m - Serenity place

5/17/16
Date

Sharon Drake
Name: Sharon Drake
Title: CEO



FORM A

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

1. The DUNS number for your entity is: 00-946-2784
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 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE/GREATER MANCHESTER is a New Hampshire nonprofit corporation formed December 7, 1977. 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 18th 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, Michael O'Shaughnessy, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

1. I am a duly elected Officer of NCADD/GM – Serenity Place
(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 25, 2011:
(Date)

RESOLVED: That the Sharon Drake, CEO
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 17th day of May, 20 16.
(Date Contract Signed)

4. Sharon Drake is the duly elected Chief Executive Officer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

M B O'Shaughnessy
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of HILLSBOROUGH

The forgoing instrument was acknowledged before me this 17th day of May, 20 16.

By Michael O'Shaughnessy
(Name of Elected Officer of the Agency)

Jamie L Hill
(Notary Public/Justice of the Peace)



Witnesses: 8-22-2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2016

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: Pat Mack PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: pat@esinsurance.com	FAX (A/C, No): (603) 293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED National Council on Alcoholism & Drug Dependence/Greater Manchester t/a Serenity Place 101 Manchester Street Manchester NH 03101	INSURER A <u>Markel Insurance</u>	
	INSURER B <u>New York Marine and General</u>	
	INSURER C <u>Mount Vernon Insurance</u>	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: ALL LINES FOR NEW LOC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		850288335180-6	2/9/2016	2/9/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GENL AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:					GENERAL AGGREGATE \$ 3,000,000
A	AUTOMOBILE LIABILITY		850288335180-6	2/9/2016	2/9/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		460288335181-6	2/9/2016	2/9/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC201500005743	5/1/2015	5/1/2016	PER STATUTE <input checked="" type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ ---500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ ---500,000
A	Abuse or Molestation		850288335180-6	2/9/2016	2/9/2017	\$1,000,000 subject to agg \$2,000,000
A	Professional Liability		850288335180-6	2/9/2016	2/9/2017	\$1,000,000 subject to agg \$3,000,000

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

CERTIFICATE HOLDER DHHS, State of NH 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Pat Mack/PAT <i>Pat Mack</i>
--	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/19/2016

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		CONTACT NAME: Teri Davis	
CGI Insurance		PHONE (A/C, No, Ext): (603) 232-9306	FAX (A/C, No): (603) 622-4618
171 Londonderry Turnpike		E-MAIL ADDRESS: tdavis@cgibusinessinsurance.com	
Hooksett NH 03106		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Great Falls Insurance Company	
INSURED		INSURER B:	
National Council on Alcoholism and Drug		INSURER C:	
101 Manchester Street		INSURER D:	
Manchester NH 03101		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16-17 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A	3A State: NH WCD0924670016 Excluded: Sharon Drake	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 DHHS
 129 Pleasant St
 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

Mark Harvie/TERI

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Serenity Place

Recovery starts here and now.

VISION STATEMENT

Serenity Place is the premiere substance use disorder and education center in New Hampshire, offering innovative services for clients and their families.

MISSION STATEMENT

The mission of Serenity Place is to provide opportunities for the chemically dependent person to become free of those chemicals, to maintain that freedom and to return to the community as a contributing member.

OUR VALUES

- | | |
|-----------------------|--|
| Integrity: | Honesty and authenticity form the foundation of all that we do. |
| Respect: | We respect all those with whom we work including our clients and their families, our staff, board members, volunteers, donors, supporters and partners. . |
| Compassion: | We deliver high quality, compassionate care to clients and their families. |
| Inclusive: | We work to ensure that any person desiring treatment, regardless of ethnicity, gender, age, creed and/or ability to pay, will have access to treatment within a reasonable amount of time. |
| Collaboration: | We recognize that resources exist to help us achieve our mission throughout the community and work with others in a spirit of cooperation and partnership |

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE

Audited Financial Statements

For The Fiscal Years Ended
June 30, 2014 and 2013

**SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Serenity Place
National Council on Alcoholism and Drug Dependence Affiliate
Manchester, New Hampshire

We have audited the accompanying financial statements of Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (a non-profit organization), which comprise the statement of financial position as of June 30, 2014 and 2013, and the related statements of activities and changes in net assets, 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.

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 Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate as of June 30, 2014 and 2013, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted.

Penchansky & Co. PLLC
Penchansky & Co., PLLC
Certified Public Accountants
Manchester, New Hampshire
January 9, 2015

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Statements of Financial Position
 As of June 30,

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Current Assets:</u>				
Cash and Cash Equivalents	\$ 73,212	\$ 28,556	\$ 101,768	\$ 78,501
Receivables	155,261	0	155,261	199,099
Prepaid Expenses	15,103	0	15,103	15,832
Total Current Assets	<u>243,576</u>	<u>28,556</u>	<u>272,132</u>	<u>293,432</u>
<u>Fixed Assets:</u>				
Land	42,371	0	42,371	42,371
Buildings	90,266	0	90,266	71,430
Building Improvements	465,198	0	465,198	427,465
Furniture and Fixtures	69,983	0	69,983	69,983
Equipment	93,941	0	93,941	85,944
Vehicles	29,950	0	29,950	29,950
Less: Accumulated Depreciation	<u>(417,799)</u>	<u>0</u>	<u>(417,799)</u>	<u>(383,446)</u>
Net Fixed Assets	<u>373,910</u>	<u>0</u>	<u>373,910</u>	<u>343,697</u>
<u>Other Assets:</u>				
Investments at Market Value	<u>84,144</u>	<u>0</u>	<u>84,144</u>	<u>70,022</u>
Total Other Assets	<u>84,144</u>	<u>0</u>	<u>84,144</u>	<u>70,022</u>
Total Assets	<u>\$ 701,630</u>	<u>\$ 28,556</u>	<u>\$ 730,186</u>	<u>\$ 707,151</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Statements of Financial Position
 As of June 30,

LIABILITIES AND NET ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Current Liabilities:</u>				
Accounts Payable	\$ 49,015	\$ 0	\$ 49,015	\$ 21,034
Accrued Expenses	89,148	0	89,148	46,953
Deferred Revenue	14,155	0	14,155	20,115
Line of Credit	36,305	0	36,305	37,800
Current Portion of Notes Payable	<u>5,000</u>	<u>0</u>	<u>5,000</u>	<u>6,926</u>
Total Current Liabilities	<u>193,623</u>	<u>0</u>	<u>193,623</u>	<u>132,828</u>
<u>Long Term Liabilities:</u>				
State Loan Payable	20,000	0	20,000	20,000
Notes Payable, Net of Current Portion	<u>20,000</u>	<u>0</u>	<u>20,000</u>	<u>30,000</u>
Total Long Term Liabilities	<u>40,000</u>	<u>0</u>	<u>40,000</u>	<u>50,000</u>
Total Liabilities	<u>233,623</u>	<u>0</u>	<u>233,623</u>	<u>182,828</u>
<u>Net Assets:</u>				
Unrestricted Net Assets	468,007	0	468,007	505,903
Temporarily Restricted Net Assets	<u>0</u>	<u>28,556</u>	<u>28,556</u>	<u>18,420</u>
Total Net Assets	<u>468,007</u>	<u>28,556</u>	<u>496,563</u>	<u>524,323</u>
Total Liabilities and Net Assets	<u>\$ 701,630</u>	<u>\$ 28,556</u>	<u>\$ 730,186</u>	<u>\$ 707,151</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY AFFILIATE
Statements of Activities and Changes in Net Assets
For The Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Revenue and Support:</u>				
Governmental Agency Revenue	\$ 844,314	\$ 0	\$ 844,314	\$ 803,970
Contributions	41,455	0	41,455	46,974
Grants	55,400	20,000	75,400	72,864
Charges For Services	505,309	0	505,309	466,192
Fundraising	30,886	0	30,886	24,370
Other Revenue	7,182	0	7,182	6,867
Net Assets Released from Restrictions:				
Satisfaction of Program Restrictions	9,864	(9,864)	0	0
Total Revenue and Support	<u>1,494,410</u>	<u>10,136</u>	<u>1,504,546</u>	<u>1,421,237</u>
<u>Expenses:</u>				
Program Services	1,307,000	0	1,307,000	1,193,850
Fundraising	105,004	0	105,004	81,123
General and Administrative	134,424	0	134,424	107,954
Total Expenses	<u>1,546,428</u>	<u>0</u>	<u>1,546,428</u>	<u>1,382,927</u>
Excess (Deficit) of Revenue and Support over Expenses	<u>(52,018)</u>	<u>10,136</u>	<u>(41,882)</u>	<u>38,310</u>
<u>Other Revenue (Expenses):</u>				
Interest and Investment Income	2,686	0	2,686	1,366
Holding Gain (Loss) on Investments	11,436	0	11,436	8,636
Total Other Revenue (Expenses)	<u>14,122</u>	<u>0</u>	<u>14,122</u>	<u>10,002</u>
Net Increase (Decrease) in Net Assets	(37,896)	10,136	(27,760)	48,312
Net Assets - Beginning of Period	<u>505,903</u>	<u>18,420</u>	<u>524,323</u>	<u>476,011</u>
Net Assets - End of Period	<u>\$ 468,007</u>	<u>\$ 28,556</u>	<u>\$ 496,563</u>	<u>\$ 524,323</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
Statements of Functional Expenses
For The Years Ended June 30,

	Program Services				
	<u>REAP</u>	<u>Withdrawal Management</u>	<u>Tirrell House</u>	<u>Intensive Out Patient</u>	<u>Lin's Place</u>
Expenses:					
Salaries and Wages	\$ 176,697	\$ 113,866	\$ 230,888	\$ 43,011	\$ 307,920
Payroll Taxes	15,215	10,417	20,458	3,680	27,475
Employee Benefits	18,427	938	26,722	382	43,207
Client Food	1,132	9,930	28,817	187	29,797
Professional Fees	2,670	52	938	39	522
Depreciation	4,867	15,485	2,050	0	0
Utilities	5,823	2,525	11,910	2,204	14,189
Insurance	5,930	10,143	6,550	2,032	5,700
Educational Materials	10,625	0	0	0	0
Supplies	4,174	1,323	7,344	859	7,597
Repairs and Maintenance	4,378	4,017	6,306	698	9,291
OADAP Client Charge	0	0	0	0	0
Fundraising Events	0	0	0	0	0
Office Expense	2,081	328	1,498	336	2,285
Telephone and Internet	1,664	685	2,089	338	4,695
Staff Development	5,634	1,225	1,677	571	3,433
Equipment Lease	1,033	372	0	0	2,313
Bank and Credit Card Fees	3,309	0	0	0	0
Travel and Entertainment	291	166	1,275	0	1,500
Advertising	0	0	0	0	0
Dues and Subscriptions	676	192	989	293	1,527
Postage	1,711	148	205	5	546
Licenses and Fees	110	38	0	0	260
Interest	0	0	0	0	0
Board Expenses	0	0	0	0	0
Client Expense	0	0	0	0	116
Printing	98	33	293	36	310
Miscellaneous	74	120	167	85	763
Contributions	0	0	0	0	0
Total Expenses	<u>\$ 266,619</u>	<u>\$ 172,003</u>	<u>\$ 350,176</u>	<u>\$ 54,756</u>	<u>\$ 463,446</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE
Statements of Functional Expenses
For The Years Ended June 30,

	Total Program Services	Supporting Services		2014 Total	2013 Total
		Fundraising	General Management		
Expenses:					
Salaries and Wages	\$ 872,382	\$ 73,640	\$ 82,818	\$ 1,028,840	\$ 869,315
Payroll Taxes	77,245	5,838	8,201	91,284	83,637
Employee Benefits	89,676	942	1,971	92,589	112,006
Client Food	69,863	0	0	69,863	57,301
Professional Fees	4,221	67	9,191	13,479	19,161
Depreciation	22,402	0	11,951	34,353	35,000
Utilities	36,651	1,799	1,866	40,316	35,301
Insurance	30,355	1,704	1,956	34,015	28,763
Educational Materials	10,625	0	0	10,625	12,500
Supplies	21,297	237	273	21,807	19,846
Repairs and Maintenance	24,690	2,330	2,202	29,222	29,586
OADAP Client Charge	0	0	0	0	5,375
Fundraising Events	0	14,014	0	14,014	12,528
Office Expense	6,528	890	1,178	8,596	9,403
Telephone and Internet	9,471	581	635	10,687	11,926
Staff Development	12,540	264	3,208	16,012	10,539
Equipment Lease	3,718	357	295	4,370	2,584
Bank and Credit Card Fees	3,309	256	2,065	5,630	7,052
Travel and Entertainment	3,232	183	1,230	4,645	3,171
Advertising	0	814	0	814	1,576
Dues and Subscriptions	3,677	357	259	4,293	4,254
Postage	2,615	410	488	3,513	3,246
Licenses and Fees	408	48	163	619	1,324
Interest	0	0	2,280	2,280	2,316
Board Expenses	0	0	0	0	349
Client Expense	116	0	8	124	49
Printing	770	172	74	1,016	1,223
Miscellaneous	1,209	101	2,112	3,422	3,546
Contributions	0	0	0	0	50
Total Expenses	\$ 1,307,000	\$ 105,004	\$ 134,424	\$ 1,546,428	\$ 1,382,927

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Cash Flow
For the Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Cash Flows from Operating Activities:</u>				
Net Increase (Decrease) in Net Assets	\$ (37,896)	\$ 10,136	\$ (27,760)	\$ 48,312
<u>Adjustments to reconcile changes in net assets to net cash provided by (used for) operating activities:</u>				
Depreciation	34,353	0	34,353	35,000
Holding (Gain) Loss on Investments	(11,436)	0	(11,436)	(8,636)
(Increase) Decrease in Receivables	43,838	0	43,838	(30,972)
(Increase) Decrease in Prepaid Expenses	729	0	729	(2,199)
Increase (Decrease) in Accounts Payable	27,981	0	27,981	(39,285)
Increase (Decrease) in Accrued Expenses	42,195	0	42,195	75
Increase (Decrease) in Deferred Revenue	(5,960)	0	(5,960)	(10,900)
Total Adjustments	<u>131,700</u>	<u>0</u>	<u>131,700</u>	<u>(56,917)</u>
Net Cash Flows Provided by (Used for) Operating Activities	<u>93,804</u>	<u>10,136</u>	<u>103,940</u>	<u>(8,605)</u>
<u>Cash Flows from Investing Activities:</u>				
Acquisitions of Equipment	(64,566)	0	(64,566)	(1,169)
Acquisitions of Investments	(2,686)	0	(2,686)	(1,356)
Net Cash Flows Provided by (Used for) Operating Activities	<u>\$ (67,252)</u>	<u>\$ 0</u>	<u>\$ (67,252)</u>	<u>\$ (2,525)</u>

-Continued on Next Page-

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Statements of Cash Flow
For the Years Ended June 30,

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2014 Totals</u>	<u>2013 Totals</u>
<u>Cash Flows from Financing Activities:</u>				
Principal Payments on Notes Payable	\$ (6,926)	\$ 0	\$ (6,926)	\$ (9,527)
Forgiveness of Debt (See Note 3)	(5,000)	0	(5,000)	(5,000)
Proceeds from Line of Credit	505	0	505	67,800
Payments on Line of Credit	<u>(2,000)</u>	<u>0</u>	<u>(2,000)</u>	<u>(30,000)</u>
Net Cash Flows Provided by (Used for) Financing Activities	<u>(13,421)</u>	<u>0</u>	<u>(13,421)</u>	<u>23,273</u>
Net Increase (Decrease) in Cash and Cash Equivalents	13,131	10,136	23,267	12,143
Cash and Cash Equivalents - Beginning of Year	<u>60,081</u>	<u>18,420</u>	<u>78,501</u>	<u>66,358</u>
Cash and Cash Equivalents - End of Year	<u>\$ 73,212</u>	<u>\$ 28,556</u>	<u>\$ 101,768</u>	<u>\$ 78,501</u>
Supplemental Cash Flow Disclosures:				
Interest (net of amount capitalized)	<u>\$ 2,280</u>	<u>\$ 0</u>	<u>\$ 2,280</u>	<u>\$ 2,316</u>

See Notes and Independent Auditor's Report

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Nature of Organization:

Serenity Place, National Council on Alcoholism and Drug Dependence Affiliate (the "Organization") is a non-profit organization existing for the purpose of providing alcohol and drug abuse information, education, referral, crisis intervention, and residential services.

Note 1 - Summary of Significant Accounting Principles:

A. Basis of Presentation

The Organization presents its financial statements on the accrual basis of accounting. The accrual basis recognizes income when earned and expenses when they occur.

B. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid deposits with maturity of three months or less to be cash and/or cash equivalents.

C. Use of Estimates in the Preparation of Financial Statements

Management used estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses.

D. Accounting Principles

Under current accounting standards, the Organization is required to report information regarding its financial position and activities according to three classes of net assets. Those three classes are as follows:

Unrestricted Net Assets:

The portion of net assets of a not-for-profit Organization that is neither permanently restricted nor temporarily restricted by donor imposed stipulations.

SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - continued:

D. Accounting Principles - Continued

Temporarily Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that either expire by passage of time or can be fulfilled and removed by actions of the Organization pursuant to those stipulations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) for reclassifications to or from other classes of net assets as a consequence of donor-imposed stipulations, their expiration by passage of time, or their fulfillments and removal by actions of the Organization pursuant to those stipulations. Temporarily Restricted Net Assets at June 30, 2014 and 2013 were \$28,556 and \$18,420, respectively.

Permanently Restricted Net Assets:

The portion of net assets of a not-for-profit Organization resulting (a) from contributions and other inflows of assets whose use by the Organization is limited by donor-imposed stipulations that neither expire by the passage of time nor can be fulfilled or otherwise removed by actions of the Organizations, (b) from other asset enhancements and diminishments subject to the same kinds of stipulations, and (c) from reclassifications from or to other classes of net assets as a consequence of donor-imposed stipulations. There are no Permanently Restricted Net Assets at June 30, 2014 and 2013.

E. Income Taxes

The Organization is exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code. There are no state income taxes due to the fact that the State of New Hampshire recognizes Section 501(c)(3) for exemption of organizations that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes. The Center's evaluation on June 30, 2014 and 2013 revealed no uncertain tax positions that would have a material impact of the financial statements.

The Organization's information returns are subject to possible examination by the taxing authorities. For federal purposes the returns essentially remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - Continued:

F. Fixed Assets

Fixed assets are recorded at historical cost at the time of acquisition. Depreciation is calculated by the straight-line method over their estimated useful lives ranging from three to thirty-nine years. Repairs and maintenance are charged to operations as incurred, whereas major betterments are capitalized. The estimated useful lives of the assets are as follows:

<u>Description</u>	<u>Method</u>	<u>Life</u>
Furniture and Fixtures	Straight-Line	5-7 years
Equipment	Straight-Line	3-5 years
Vehicles	Straight-Line	5 years
Buildings and Improvements	Straight-Line	5-39 years

G. Accounts Receivable

Accounts receivable are reported at net realizable value. Net realizable value is equal to the gross amount of receivables less an estimated allowance for uncollectible accounts. Historically, the Organization has not experienced material write offs, and therefore has not established an allowance account.

H. Donor-Restricted Contributions

The Organization's policy is to report donor-restricted contributions whose restrictions are met in the same reporting period, as unrestricted support, as there is no effect to reported restricted net assets.

I. Investments

The Organization accounts for investments following current accounting standards, under which its marketable investment securities are reported at fair market value at the date of the financial statements. Accordingly, realized gains and losses resulting from sales or distributions, as well as unrealized holding gains and losses are included in the statement of activities. Realized gains or losses are reflected as increases or decreases in the Organization's unrestricted net assets. The net change in unrealized holding gains or losses since the last fiscal year end are also recorded as increases or decreases in the Organization's operations. See Note No. 9.

-Continued on Next Page-

SERENITY PLACE
 NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
 Notes to the Financial Statements
 June 30, 2014 and 2013

Note 1 - Summary of Significant Accounting Principles - Continued:

J. Advertising

The Organization follows the policy of charging the costs of advertising to expense as they are incurred. Advertising expenses were \$814 and \$1,576 for the years ended June 30, 2014 and 2013, respectively.

K. Functional Allocation of Expenses

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

Note 2 - Receivables:

Receivables are as follows:

	<u>2014</u>	<u>2013</u>
Oxford House	\$ 7,500	\$ 7,500
US Probation Contract	17,981	1,148
Accounts Receivable	8,488	659
Multiple Offender Program	12,450	13,500
Grant Receivable	35,400	59,000
NH Department of Health and Human Services	<u>73,442</u>	<u>117,292</u>
	\$ <u>155,261</u>	\$ <u>199,099</u>

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SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Note 3 - Notes Payable:

At June 30, 2014 and 2013, notes payable were as follows:

	<u>2014</u>	<u>2013</u>
Note Payable to the City of Manchester, bearing a fixed annual interest rate of 0%, payable in annual installments of \$5,000. Matures in October 2018. The City has the option to forgive \$25,000 over the first 5 years of the note. \$5,000 was forgiven for the years ended June 30, 2014 and 2013.	\$ 25,000	\$ 35,000
Note payable to the City of Manchester, bearing a fixed annual interest rate of 3%, payable in monthly installments of \$388. Matured in November 2013.	0	1,926
Total Notes Payable	<u>25,000</u>	<u>36,926</u>
Less: Current Maturities on Notes Payable	<u>(5,000)</u>	<u>(6,926)</u>
Notes Payable – Long-Term Portion	<u>\$ 20,000</u>	<u>\$ 30,000</u>

Future minimum principal payments are as follows:

<u>For The Fiscal Years</u> <u>Ended June 30,</u>	<u>Notes</u> <u>Payable</u>
2015	\$ 5,000
2016	5,000
2017	5,000
2018	5,000
2019	5,000
Totals	\$ <u>25,000</u>

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SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Note 4 – State Loan Payable:

At June 30, 2014 and 2013, the organization has a State Loan Payable of \$20,000. This loan is for the Oxford House and will be repaid to the State if the Organization decides to not participate in the program.

Note 5 – Temporarily Restricted Net Assets:

Temporarily Restricted Net Assets at June 30, 2014 consist of the following:

Bean Foundation – Building Repairs	\$ 20,000
Samuel Hunt Foundation – Building Repairs	<u>8,556</u>
	<u>\$ 28,556</u>

Note 6 – Concentration of Credit Risk – Cash in Bank:

The Organization maintains its bank accounts with commercial banks, which could at times exceed federally insured limits. Management considers this risk minimal.

Note 7 – Concentration of Revenue and Support Sources:

The Organization's primary source of revenues are Block Grants for Prevention and Treatment of Substance Abuse passed through by the State of New Hampshire. Revenue is recognized as earned under the terms of the grant contract. Other support originates from charges for private services and miscellaneous income and grants.

Note 8 – Contributions:

Donated materials, equipment and essential services are reflected as contributions in the accompanying financial statements at fair market value, at the date of the donation. The Organization also adopted a policy to record an in-kind donation for food procured at a below market rate from another non-profit organization. These Transactions have been recorded as follows.

	<u>2014</u>	<u>2013</u>
Donated services, materials, equipment and food	\$ 28,962	\$ 29,480

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SERENITY PLACE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE AFFILIATE
Notes to the Financial Statements
June 30, 2014 and 2013

Note 9 – Investments:

The cost and fair market values of investment securities held are as follows:

<u>Description</u>	<u>Cost</u>	<u>Fair Market Value</u>	<u>Accumulated Holding Gains Or (Losses)</u>
Mutual Funds - 2014	\$ <u>45,862</u>	\$ <u>84,144</u>	\$ <u>38,282</u>
Mutual Funds – 2013	\$ <u>43,176</u>	\$ <u>70,022</u>	\$ <u>26,846</u>

Current year unrealized gains (losses) were \$11,436 and \$8,636 for the years ended June 30, 2014 and 2013, respectively.

Note 10 – Line of Credit:

As of June 30, 2014 there was a \$100,000 line of credit available through a commercial bank. The line of credit carries an interest rate of 4.13% as of June 30, 2014. At June 30, 2014 and 2013 there was \$36,305 and \$37,800, respectively, outstanding on this credit line.

Note 11 – Subsequent Events:

Subsequent events have been evaluated thru January 9, 2015, which is the date the financial statements were available to be issued.

Serenity Place Board of Directors – FY2016-2017

NAME	BUSINESS ADDRESS
Roger Beauchamp	Southern NH Services 40 Pine Street Manchester, NH 03103 603-668-8010
Jeff Benson	VP/CIO Bellwether Community Credit Union 425 Hooksett Road Manchester, NH 03104 603-429-4709 Jeff.benson@bccu.org
Tiffany Cavanaugh Treasurer	Baker, Newman & Noyes, CPA 650 Elm Street #302 Manchester, NH 03101 603-626-2242 tcavanaugh@bnn CPA.com
Mary Constance	Camp Allen 56 Camp Allen Road Bedford, NH 603-622-8471 mary@campallennh.org
John FitzGerald, III President	Patch & FitzGerald, P.A. 25 Bay Street Manchester, NH 03104 603-647-2600 jfitz@patchfitz.com
Ross Kukish Secretary	Greeley Farms Landscaping 136 Temple Road Wilton, NH 03086 603-654-3990
Anthony Messina	Maloney & Kennedy, PLLC 15 Dartmouth Dr. #203 Auburn, NH 03032 603-624-8819 amessina@maloneyco.com
Michael O'Shaughnessy Vice- President	McDonough & O'Shaughnessy 1800 Elm Street Manchester, NH 03104 603-669-8300
Russ Ouellette	Sojourn Partners 2 Bedford Farms Drive, #102 Bedford, NH 03110 603-472-8103 russ@sojournpartners.com

Serenity Place Board of Directors – FY2016-2017

Barbara Potvin	Keller Williams Realty 168 S. River Rd., Ste. 1 Bedford, NH 03110 603-965-2992 (W) 603-620-2103 (C) barbarapotvin@kw.com
Bobby Schultz	Nashua High School Retired Teacher (working PT)
Alan Villeneuve	Pidella Corp. 938 Back Mountain Road Goffstown, NH 03045 603-497-2211
Kevin Winn	Redblack Software LLC 2 Bedford Farms Drive #102 Bedford, NH 03110 Kwinn.12301@gmail.com

All Board Meetings are the 3rd Thursday of the month at 4:15 p.m.
No Board Meetings during the months of July and December.

Sharon Drake

OBJECTIVE

Management level leadership position utilizing community relations, program development, housing oversight, grant writing, networking, fund development, financial, strategic planning/thinking, collaborative processing, board development/management, and managerial experience with opportunity for high community impact and personal growth.

November 2008 to Present – *CEO, Serenity Place, Manchester, NH*

Directly responsible for the administration, development, management and operations of Serenity Place's education programs, withdrawal management program, transitional living programs, intensive outpatient program, open access program, and the REAP (DUI) program according to established policies and procedures.

- Directly manages all aspects of \$1.6M dollar+ annual budget including state & federal funds, private foundation and trusts, grant writing, fundraising, donor solicitation and relations, reports to all funders/donors, etc.
- Responsible for building visibility of agency, programs, and public policy positions and community impact.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are carried out.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff (currently 45 total full and part time staff).
- Provides direct supervision and leadership to the Management Team who oversees all day-to-day operations, programs, and clinical functions (consists of Controller/HR Officer, Development Director, Clinical Director, and Program Director).
- Assists the Board of Directors in developing a financial plan to fund programming, including new initiatives and strategies that will propel the agency forward (i.e., third party billing, Affordable Care Act, etc.).
- Works with the Board of Directors in mission development, vision development, strategic planning and goal fulfillment.
- Reports directly to the Board of Directors on all Serenity Place activities.

December 2007 to November 2008 - *Executive Director, Women's Business Center, Portsmouth, NH*

- Member organization for over 350 woman-owned businesses.
- Provide vision, continuity, and leadership to ensure that mission and strategic plan are accomplished.
- Directly proposes and manages all aspects of the WBC annual budget (\$300,000+) including state, federal and private foundation grant writing, fundraising, event planning, donor relations, reporting to all funders/donors, etc.
- Manages development and delivery of curriculum related to programs for members and the public.
- Creates and manages database systems to track all counseling, training, membership demographics, and donor information.
- Oversees day-to-day operations, administration, and finances to include development of job specific and organization wide policies and procedures.
- Recruiting, developing, and managing all staff.
- Manage the image of the WBC and advocating for women business owners.
- Increasing WBC visibility through marketing and publications.
- Reports directly to the Board of Directors.

March 1996 to August 2007 – Program Director, New Hampshire Community Loan Fund, Concord, NH
NH Statewide IDA Collaborative: Assisted low-income individuals to save more than \$1 Million and purchase more than \$30 Million in assets.

- Program creation and development which has included policies and procedures, template and forms, and handbook.
- Recruitment of local community partner organizations (more than 20) statewide which has included training of local organization staff.
- Grant writing/fundraising – more than \$1.7 million in federal program funds and nearly \$6 million in public/private funds including CDFA tax credits.
- Managed development of Access Database Management System for tracking of individual savings, match, funds raised, demographic, training, and other information for reporting purposes.
- Problem-solve and network with all partners through daily contact and/or quarterly Community Partner Meetings.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Traveled nationally as an expert in the field.

Home of Your Own Program: Assisted 81 low-income individuals to become homeowners.

- Program development which has included process for delivering homebuyer education to individuals with disabilities and their support teams.
- Created financial packages for potential homeowners and worked closely with lending partners and closing agents through the purchase process.
- Working closely with area agencies for developmental services and other vendor organizations statewide.
- Develop and manage annual budgets, controlled expenses, purchased capital equipment when necessary, and worked closely with Finance Department on accounting systems.
- Grant writing/fundraising – more than \$1 million in funds for down payment, closing costs, and rehab associated to purchase through local and regional foundations and the Federal Home Loan Bank of Boston's Affordable Housing Program.
- Supervise and train all in-house staff associated to program.
- Maintain and manage external relations with financial institutions and funding partners which include NH Housing Finance Authority, NH Bureau of Developmental and Behavioral Health Services, NH Developmental Disabilities Council, foundations, etc.
- Understand and educate teams on housing issues as it relates to individual budgets and Medicaid funding.

Transitional Housing and Special Needs Housing Program: Assisted local community organizations to develop loan request packages to NHCLF. After approval of loans, provided long-term technical assistance and portfolio management.

Education:

- Notre Dame College, Manchester, NH – Bachelor of Science Degree in Psychology, Graduate May 1999
- New Hampshire Technical Institute, Concord, NH – Associate in Science Degree in Human Services, Graduate August 1994
- Graduate and Ongoing Student at NeighborWorks® America Training Institutes (transcript of courses completed available upon request)

Other Activities:

- Past Chair, Governor Appointed Position on the Emergency Shelter & Homeless Coordination Commission (Member since 1994, Chair since 2006) (Commission disbanded 2011)
- Certified Instructor National Crisis Prevention & Intervention Institute since 1995
- 2005 Graduate Institute for Nonprofit Management Antioch New England Graduate School
- 1995 Graduate Dale Carnegie Course – Highest Achievement Award Recipient
- 1995 Graduate Leadership Concord, Concord Chamber of Commerce
- 2012 Graduate Leadership Manchester, Greater Manchester Chamber of Commerce
- Current Board Member: Healthcare for the Homeless/CMC, Manchester, NH and PACE (Professional Association of Council Executives), Washington, DC

Dominic Donahue, NCC, LMHC, LADC I, CADAC.

Objective

A challenging position as that would provide support, education and awareness to individuals.

Summary of Qualifications

- * Excellent communication skills, both oral and written needs of others
- * Experience with curriculum development and implementation
- * Effective Presentation Skills
- * Management leadership and organizational skills
- * Extensive experience in crisis intervention
- * Substantial understanding of the dynamics of domestic violence.

Professional Accreditation

- * Nationally Certified Counselor (NCC)
- * Certified Clinical Mental Health Counselor (CCMHC)
- * Certified Alcohol and Drug Abuse Counselor (CADAC) and (LADC I)
- * Certified Co-Occurring Disorder Professional- Diplomate (CCDP-D)
- * Substance Abuse Professional (SAP) Department of Transportation Certification
- * Approved Clinical Supervisor certified (ACS)
- * Certified Batterer's Intervention Counselor
- * Spiritual Care giving to Help Addicted Persons and Families Certificate
- * Substance Abuse Counseling Certificate
- * Certified HIV/AIDS Educator
- * Criminology Certificate
- * CPR and First Aid Certified

Professional Background

Serenity Place, Manchester, NH

2014 – Present

Clinical Director

- Direct supervision of clinical programs and personnel.
- Assist in developing and supervising provisions of all clinical records and programs offered by the Agency.
- Assist with grant and proposal writing.
- Maintain compliance with federal, state, and local regulations.
- Screen, train, and supervise existing and new staff to develop and build an effective organization.
- Proficient in Evidence Based Practices.
- Retain working relationship with organizations, service providers, and other agencies.
- Maintain a high level of professional and ethical standards.
- Schedules and leads regular case conferences. Promotes and maintains an atmosphere which encourages and facilitates a client review process to ensure coordinated, comprehensive, and individualized provision of client services.
- Oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.

Roxbury Community Health Care Center, Roxbury, MA

2012-2013

Senior Clinician/ Suboxone Program Coordinator

- Provide assessment, diagnosis, and treatment for psychological illness and Substance Abuse through case management, individual, group, family and marital Psychotherapy, consultation, education and prevention to promote maximum benefits from the services provided.
- Attend, present and complete necessary documentation for case management team meetings
- Conducting clinical assessments of individuals, couples and families.

- Conduct substance abuse groups and explore symptoms, underlying causes and consequences to the individual, couples and families.
- Focused on discussing behavior responsibility, motivation and attitudes in achieving redirected behavior.

Arbour Counseling Services: Allston, Ma

2004-2012

Program Director-School-Based Program

- Supervised 10-15 Clinicians weekly while working with K-12 students within Boston Public Schools
- Conducted individual as well as group counseling sessions for students facing behavioral and developmental problems
- Conducted seminars/workshops for Teachers and Parents on Developmental and adjustment issues in classroom.
- Conducted several seminars for parents and suggested ways to overcome the behavioral problems of their children.
- Acted as a successful link between students, their teachers and parents.
- Maintained all records and all billing issues related to program development.

HRI, Arbour Hospital, Brookline, MA

2002-2004

Triangle PHP Clinical Coordinator

- Provided high end clinical work and treatment services to patients with complex psychosocial needs and Substance abuse diagnosis's independently as well as in group therapy.
- Evaluated patients at admission and formulated appropriate treatment plans.
- Took a fundamental role in coordinating services with the interdisciplinary team and community agencies to ensure appropriate patient care.
- Provided ongoing case management along with advocacy services for patients with medically related social and emotional problems.
- Re-evaluated at appropriate intervals with patients and maintained electronic records in accordance with Hospital and State regulations.

Spectrum Health Systems, Inc. Somerville, Ma

2001-2002

Clinical Director –Spectrum Shelter for Boys.

- Provided emergency services with day services for children ages 11-18 in a stabilization program.
- Provided necessary supervision and administration to 30 clinical and staff employees.
- Initiate and formulate treatment planning and discharge planning.
- Offered various kinds of family therapy instructions with psychology internship programs.
- Worked as the responsible authority for all aspects of admissions, clinical care, and crisis work along with psychiatric day services for children with severe mental health and development problems.
- Supervised treatment action for 30 clients for a 45 day period along with educational and clinical needs.

“Reaching out to Women”, Lynn, Ma

2000-2001

Senior clinician

- Performed individual and group substance abuse counseling psychotherapy
- Conducted court-ordered evaluations and conducted specialized assessments for Court mandated women
- Worked with women on issues around trauma, domestic violence, and substance abuse, evaluated and reported progress.

Tri-City Mental Health & Retardation Center, Lynn, Ma.

1999-2001

Group Facilitator in Batterer's Intervention

- Conducted batterer's intervention group using Deluth Model of Intervention.
- Conducted individual assessments and ongoing treatment involvement
- Managed a high caseload (up to 45)

Essex County Correctional Facility, Middleton, Ma

1997-1999

**Alternatives to Domestic Violence & Abuse Program
Program Director**

- Tracking record of the domestic violence cases with administration for parole and probation departments.
- Receiving cases from other units and prisons and classifying them according to given parameters.
- Conducting batterer's intervention groups within a jail setting.
- Supervising all staff clinical and officers.
- Supervising progression with enforcement of legal policies and codes.

Serenity Supportive Housing, Topsfield, Ma.

1995-1997

Assistant Program Director

- provided counseling to HIV infected patients and motivated them for a healthy happy life
- Delivered lectures on the role of society towards HIV patients
- Conducted HIV tests and both pre and post counseling sessions for individuals.
- Conducted HIV/AIDS educational workshops for college students.

Educational Background

- * **Doctor of Clinical Psychology Candidate , January 2010-present**
California Southern University
- * **Masters of Science in Clinical Psychology May 2004**
Salem State College Salem, Ma, U.S.A
- * **New England School of Addiction Studies, summer 2000.**
University of Eastern Connecticut, Willimantic, CT.
- * **Masters of Education in Integrated Studies, 2000**
Cambridge College, Cambridge, Ma, U.S.A
- * **Graduate Courses in Psychology, 1998**
University Of Massachusetts at Boston, Boston, Ma. U.S.A.
- * **Bachelor of Arts degree in Sociology and Folklore 1994**
Memorial University of Newfoundland, St. John's, Newfoundland
- * **Bachelor of Education (Adult Education), Sept. 2005-present.**
Memorial University of Newfoundland, St. John's Newfoundland
- * **Associate's Degree in Science. Major in Drug and Alcohol Rehabilitation, 1996**
North Shore Community College, Danvers, Ma. U.S.A

References Available upon Request

Stephanie H. Bergeron

Education

Master of Science – Organizational Leadership, Southern New Hampshire University,
Manchester, NH 2010

Bachelor of Fine Arts – Visual Arts, New Hampshire Institute of Art, Manchester, NH 2003

Work History

March 2013 – Present, Serenity Place, Manchester, NH

Chief Operations and Development Officer

Responsibilities:

- ◆ Agency oversight as a member of Executive Management Team of a non-profit drug and alcohol treatment and recovery center
- ◆ Manage grant and proposal writing.
- ◆ Maintain compliance with federal, state, and local regulations.
- ◆ Oversee screening, training, and supervising of existing and new staff to develop and build an effective organization.
- ◆ Retain working relationship with organizations, service providers, and other agencies.
- ◆ Maintain a high level of professional and ethical standards.
- ◆ Reports to CEO on program development, fiscal budgetary status, and proposed operational changes as required.
- ◆ Assists in preparation of annual operating budget with CEO and Controller.
- ◆ With Clinical Director, oversees the training of new employees in the Staff Code of Ethics and confidentiality policies.
- ◆ Assists in managing the physical plant(s).
- ◆ Assists the management of development and implementation of internal policies and procedures with the CEO.
- ◆ Identifying agency, staff, and client needs and securing appropriate funding and resources.
- ◆ Data collection, evaluation, and reporting on agency programs
- ◆ All fundraising activities including annual fund, major gifts and event sponsorships for agency with \$1.6 million+ budget
- ◆ Working with Board of Directors on fundraising and resource building strategies
- ◆ Researching, writing, and reporting on all federal and foundation grants for the agency
- ◆ Creating annual development plan and development budget
- ◆ Creating annual marketing plan with Marketing & Development Committee
- ◆ Maintaining agency external communications and media outreach
- ◆ Overseeing the Event Committee to organize all special events and related activities
- ◆ Managing agency website content and social media outreach

- ◆ Maintaining fundraising database and mailing list
- ◆ Developing staff training with Management Team
- ◆ Identifying and stewarding community partnerships
- ◆ Interviewing new employment candidates

**September 2005 – February 2013 Southern New Hampshire University, Manchester, NH
Assistant Director of Foundation and Corporate Relations**

Responsibilities:

- ◆ Researching and identifying governmental and foundation/corporate grant opportunities
- ◆ Contacting program officers and appropriate personnel
- ◆ Connecting with corporate partners for sponsorships
- ◆ Project Management- Writing, preparing, and coordinating with faculty and staff experts large foundation and federal grant proposals and projects
- ◆ Raising \$1.2 million yearly in foundation, corporate and federal grants
- ◆ Maintaining grant proposal calendars
- ◆ Grant reporting: Maintaining grants report calendar, coordinating and writing reports, running Accounts Payable reports for expenses to ensure correct reporting
- ◆ Budget disbursement of new grant funds: Determining with other staff/faculty the disbursement of funds, tracking grant funds through Accounts Payable and Institutional Advancement to ensure they are expensed and recorded correctly in Raiser's Edge
- ◆ Data collection and reporting to Executive Team and Board of Trustees
- ◆ Developing and administering grant workshops and trainings for faculty and staff
- ◆ Supervising and training student workers
- ◆ Supervising departmental budget
- ◆ Liaison between Institutional Advancement, Accounts Payable and the University President's Office
- ◆ Work closely with Director to develop funding strategies related to the University's strategic plan
- ◆ Work closely with Development and Alumni Relations to cultivate funding strategies and community outreach opportunities

September 2000 – September 2005 New Hampshire Institute of Art, Development Assistant

Responsibilities:

- ◆ Researching and writing grants
- ◆ Managing the annual fund
- ◆ Recording all gifts received by the Institute and sending acknowledgement
- ◆ Working with the President's office to organize events, lectures, and visiting artists
- ◆ Organizing exhibition receptions
- ◆ Assist with gallery activities including exhibition shipping, installation, and labeling
- ◆ Writing and distributing all press releases
- ◆ Creating commencement publications and exhibition promotional materials
- ◆ Maintaining the database and mailing lists
- ◆ Assist in all exhibition activities
- ◆ Organizing events for Student Activities Council
- ◆ Training and managing student volunteers
- ◆ Providing tours with historical background to visitors, including large groups

Professional Development and Memberships

Association of Fundraising Professionals (AFP) - Member

Council for Advancement and Support of Education (CASE) – Member

Southern New Hampshire University Professional Enrichment Program (PEP)

Nonviolent Crisis Intervention Training Program

Vicarious Trauma in the Workplace

Boundaries and Ethics for Clinical Environments

Boards

Manchester City Library Foundation, Director 2008-2011

Jamie Hill

Objective

To continue my career with an organization that will utilize my Management, Finance and Administrative skills to benefit mutual growth and success.

Experience

Serenity Place - Controller

January 2016 - Present

- Prepare and analyze financial statements and reports.
- Plan, coordinate and participate in auditing assignments.
- Perform day-to-day procedures important to Serenity Place's financial operations.
- Prepare all journal entries and reconcile general ledger & subsidiary accounts.
- Reconcile all cash accounts to bank statements and prepare supporting schedules on a monthly basis.
- Monitor deferred revenue from various lines of business.
- Update customer receivables to reflect billing to insurance.
- Manage cash flow daily, prepare cash flow forecast and review with CEO weekly.
- Reconcile temporarily restricted assets and prepare monthly revenue reports to review with the CEO.
- Prepare annual and mid-year budgets.
- Maintain a schedule of fixed assets and record monthly depreciation, disposals and additions; coordinate physical inventory of assets.
- Assist in preparation of year-end audit reports and schedules.
- Assist in open enrollment meetings with broker, CEO and HR to negotiate costs of benefit plans offerings for staff.
- Oversee Accounts Payable, Accounts Receivable and Payroll functions.
- Provide supervision to staff directly assigned to Accounting Department.
- Responsible for relationships with all vendors.
- Contribute to a respectful and collegial work place atmosphere while actively advancing the mission of Serenity Place.

Control Technologies - Accounting Assistant

July 2015 - January 2016

- Manage payroll processing for 100+ employees in CA, MA and NH.
- Process tax payments and 401K deferral payments.
- Report certified payroll to sub-contractors and government agencies.
- Monthly contract billing.
- Various office tasks as needed.

Accountemps - Salaried Professional Sr. Accountant

July 2014 - July 2015

- Assist clients with various accounting/finance needs and projects

WhippleHill Communications

- Assisted client with acquisition and transfer of Human Resources and Payroll to Parent Company.
- Assisted CFO and Senior Accountant with Payroll, Benefits Management, Accounts Payable, Accounts Receivable, Bank Reconciliations, Balance Sheet Reconciliations, Vacation Accruals, Budgeting and P&L reporting.

Bauer Hockey

- Assist client with staff deficit in the Accounts Payable department.
- Duties include, but not limited to: Process weekly check/wire payments, update daily cash, process audit files for bank, process/audit employee expense reports, update international currency rates, process journal entries and update accrual files.

Gigunda Group, Inc. – Director of Finance

March 2012 – May 2014

- Supervise, Manage and Mentor the Finance and Administration department by utilizing their skills and strengths and ensure the accurate reporting of the corporate financials.
- Review program budgets with Account Services and Sales teams to ensure maximum profitability on programs.
- Forecast monthly budgets and analyze monthly expenses to provide CEO and CFO with monthly/quarterly profit and loss reporting along with giving an analysis of the budget vs. actual variances.
- Report current and future revenue pipeline on weekly basis and provide profit and loss estimates to CEO and CFO on a regular basis.
- Established controls and policies for corporate expenses and credit card purchases.
- Manage HR benefits, 401k, employee contracts, Non-Disclosure agreements, Independent contractor agreements, corporate insurance, yearly accounting review/audit, and ensure the corporate taxes were prepared and filed in a timely manner.

Gigunda Group, Inc. – Accounting Assistant

January 2008 – March 2012

- Ensure the accurate entry of all accounts payable and payroll transactions.
- Managed relationships with vendors and clients by ensuring the timely payment of vendor invoices and accurately invoicing clients.
- Manage HR files of 75 – 200 employees, including employee contracts, background checks, state/federal forms, wage garnishments and benefit eligibility.
- Managed the CEO's related party companies and established their corporate books and payroll on Quickbooks.

Manchester Radio Group – Assistant Business Manager

May 2002 – June 2007

- Ensure the accurate entry of all accounts payable, payroll and customer payments.
- Managed weekly cash and forecast reporting to corporate office.
- Managed relationships with vendors by ensuring the timely payment of vendor invoices.
- Manage HR files of approximately 20 employees, including employee contracts, state/federal forms, wage garnishments and benefit eligibility.
- Established controls to ensure compliance with Sarbanes Oxley rules and regulations.
- Managed yearly audit with outside auditors.

Education

Hesser College – Associates in Accounting

January 2001 – May 2003

Pursued my passion for numbers and analyzing problems.

Skills

Verbal and written communication, partner relationship management, attention to detail and organized, self-sufficient and proactive, presentation experience, ability to train others, analytical thinking and planning, accuracy and attention to detail, organizational and prioritization, leadership.

Computer Applications

QuickBooks Pro, QuickBooks Enterprise, Intuit Payroll, Peachtree, Macola, NetSuite, MS Word, MS Excel, MS PowerPoint, ADP, Ceridian, SAP, Trac, Maxwell.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sharon Drake	CEO	\$72,800	0%	0%
Dominic Donahue	Clinical Director	\$68,000	0%	0%
Stephanie Bergeron	COO	\$68,000	0%	0%
Jamie Hill	Controller	\$55,000	0%	0%

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (16-DHHS-DCBCS-BDAS-04-03)


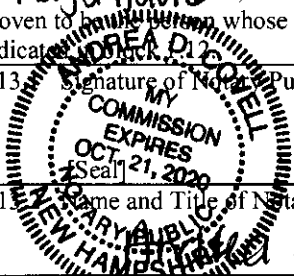
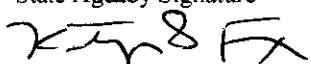
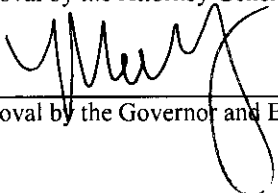
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address 3 North State Street PO BOX 2032 Concord, NH 03301	
1.5 Contractor Phone Number (603) 226-7505 EXT 3231	1.6 Account Number 05-95-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$868,300
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PETER EVERS PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>May 24, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be <u>himself</u> , 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 Signature of Notary Public or Justice of the Peace  Andrea D O'Connell			
1.13 Name and Title of Notary or Justice of the Peace Andrea D O'Connell Executive Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S Fox, Director	
Date: <u>5/24/16</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>Megan A. Fisher Attorney</u> <u>6/3/16</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

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 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.

2. Scope of Services

- 2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.
- 2.2. The Contractor shall expand substance use disorder (SUD) treatment services and supportive medical services, which include but are not limited to:
 - 2.2.1. Expanding capacity in the adult Intensive Outpatient Program (IOP) to serve an additional 100 individuals. The Contractor shall ensure the expanded services are provided in a two-phase program, delivered over the course of fourteen (14) weeks, which includes:
 - 2.2.1.1. Intensive treatment provided four (4) evenings per week, over the course of four (4) weeks.
 - 2.2.1.2. Aftercare services provided one (1) time per week, over the course of ten (10) weeks.
 - 2.2.2. Expanding capacity in the adult Medication Assisted Treatment (MAT) program to serve an additional 170 adults by increasing hours of availability to receive MAT from four (4) hours per week to twenty-four (24) hours per week. The Contractor shall ensure:
 - 2.2.2.1. Screenings for MAT are conducted and a 24-hour period lapses for all individuals prior to beginning a medication regimen.
 - 2.2.2.2. Individuals determined eligible for MAT receive prescriptions upon completion of the 24-hour lapse described in Section 2.2.2.1.
 - 2.2.2.3. Individuals receiving treatment are seen face-to-face by an on-site physician and/or nurse and are assessed for medication compatibility.



Exhibit A

- 2.2.2.4. Individuals receiving treatment receive wrap around services concurrently with MAT.
- 2.2.3. Develop a new Partial Hospitalization Program (PHP) for 50 adults and 50 adolescents (ages 12+). The Contractor shall:
 - 2.2.3.1. Renovate the Pillar House to accommodate services for 50 adults and 50 adolescents.
 - 2.2.3.2. Provide clinically intensive, highly structured day and evening programs for individuals in early stages of recovery.
 - 2.2.3.3. Provide services to individuals on a daily basis for 6 to 7 hours per day, during which time individuals may meet individually and/or in groups with:
 - 2.2.3.3.1. Counselors.
 - 2.2.3.3.2. Case managers.
 - 2.2.3.3.3. Therapists.
 - 2.2.3.4. Provide aftercare planning for all individuals receiving treatment to ensure success can be sustained after completion of treatment.
 - 2.2.3.5. Ensure services are available five (5) days per week from Monday through Friday.
- 2.2.4. Provide new Technology Assisted Care (TAC) for 100 adults (ages 18+), upon availability of SAMHSA funding, which includes:
 - 2.2.4.1. Computer-Based Training for Cognitive Behavioral Therapy (CBT4CBT), a web-based program that teaches a variety of skills to assist in the reduction of substance use disorder, through a multimedia presentation based on elementary level computer learning games that requires no previous computer experience by the user.
 - 2.2.4.2. Therapeutic Education System (TES), an interactive, web-based psychosocial intervention for SUDs, that may reduce treatment dropout, which may lead to better recovery rates. The Contractor may substitute TES for a portion of face-to-face counseling, which may allow clinicians to spend more time with higher need individuals.
- 2.2.5. The Contractor shall provide additional medical care services through the Riverbend Integrated Center for Health (RICH) for a minimum of 8% of adults receiving IOP, MAT or PHP services.
- 2.3. The Contractor shall renovate current space to build a new on-site CLIA, State, and OSHA compliant laboratory.



Exhibit A

- 2.4. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services. The Contractor shall:
- 2.4.1. Conduct comprehensive client screenings for Mental Illness (MI), Substance Use Disorder (SUD), and Co-Occurring Disorders (COD) in accordance with ASAM criteria, including screening to identify the need for medical, housing, and trauma services.
 - 2.4.2. Provide convenient IOP services in two-phases that include an intensive regimen of sessions four (4) evenings a week for four (4) weeks; as well as a 10-week after-care program with weekly meetings for adult and adolescent clients and their families.
 - 2.4.3. Expand MAT assessment, observation, and wrap-around services from four (4) hours weekly to 24 hours a week.
 - 2.4.4. Expand capacity of clinically intensive 6-7 hour weekday PHP services structured for individuals in their early stages of recovery.
 - 2.4.5. Deliver current and new evidence-based practices which include, but are not limited to:
 - 2.4.5.1. Motivational Enhancement Therapy (MET).
 - 2.4.5.2. Cognitive Behavioral Therapy (CBT).
 - 2.4.5.3. Peer Support.
 - 2.4.5.4. Adolescent Community Reinforcement Approach (A-CRA) and Assertive Continuing Care (ACC).
 - 2.4.5.5. Computer-Based Training for Cognitive Behavioral Therapy (CBT4CBT).
 - 2.4.5.6. Therapeutic Education System (TES).
- 2.5. The Contractor shall ensure services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improve. The Contractor's Quality Council shall:
- 2.5.1. Include, but not be limited to, the Contractor's Board Chair, CEO, COO, Medical Director, QA Director and the Directors of the core clinical programs as well as staff who represent:
 - 2.5.1.1. Office Managers.
 - 2.5.1.2. Case Managers/Community Outreach Staff.
 - 2.5.1.3. Buildings and Grounds.
 - 2.5.1.4. Masters Level Clinical Staff.



Exhibit A

- 2.5.1.5. Business Office.
- 2.5.1.6. Information Technology.
- 2.5.2. Provide oversight of quality management systems in all areas of the organization.
- 2.5.3. Monitor, review and make recommendations regarding accessibility, quality, risk management, and efficacy/outcomes as they relate to:
 - 2.5.3.1. Services provided.
 - 2.5.3.2. Administrative functions and systems that support the services provided.

3. Staffing

- 3.1. The Contractor shall expand current services by hiring additional staff or expanding current part-time staffing resources to provide services, which shall include, but not be limited to:
 - 3.1.1. Physician (.5 FTE).
 - 3.1.2. Nurse (.5 FTE).
 - 3.1.3. MLADC Counselor (1.0 FTE).
 - 3.1.4. MLADC Adolescent Counselor (.2 FTE).
 - 3.1.5. Two (2) Peer Counselors (.5 FTE).
- 3.2. The Contractor shall ensure all staff participate in staff development and education, which includes but is not limited new-hire orientation and specific training on:
 - 3.2.1. Use of electronic health records.
 - 3.2.2. Person-centered planning.
 - 3.2.3. Cultural competency.
 - 3.2.4. Appreciative inquiry.
 - 3.2.5. Integrated care and care coordination.
 - 3.2.6. Evidence-based practices relevant to the position.
- 3.3. The Contractor shall ensure supervision includes, but is not limited to:
 - 3.3.1. A minimum of one hour of supervision for clinical staff every two weeks.
 - 3.3.2. A minimum of one hour of supervision for all, and peer counselors every week.

4. Reporting



Exhibit A

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
 - 4.1.1. Provide narrative, electronic reports to the Department that include but are not limited to, information on:
 - 4.1.1.1. Initial staffing updates.
 - 4.1.1.2. Staff training updates.
 - 4.1.1.3. Updates on the renovation of Pillar House.
 - 4.1.1.4. Any barriers or challenges to timely program implementation.
 - 4.1.1.5. Budget to actuals/monthly expenditure of funds.
 - 4.1.1.6. Plan to overcome barriers identified in Section 4.1.1.4 during the following month.

5. Deliverables

- 5.1. The Contractor shall expand substance use disorder (SUD) capacity for the following programs no later than 30 days prior to the contract completion date, as follows:
 - 5.1.1. Expand capacity for Intensive Outpatient Program (IOP) services from 100 adults served to 200 adults served.
 - 5.1.2. Expand capacity to provide Medication Assisted Therapy (MAT) services from 30 adults served to 200 adults served.
 - 5.1.3. Expand capacity for adolescent IOP to provide services for up to 100 adolescents.
 - 5.1.4. Expand capacity for adolescent MAT services to provide services for up to 30 adolescents.
 - 5.1.5. Develop a new Partial Hospitalization Program (PHP) for 50 adults (ages 18+) and 50 adolescents (ages 12+).
 - 5.1.6. Ensure Technology Assisted Care (TAC) is available for 100 adults.
- 5.2. The Contractor shall provide additional medical care service delivery through the Riverbend Integrated Center for Health (RICH) for 8 percent of all adults (ages 18+) receiving IOP, MAT or Partial Hospitalization services within 30 days of the contract effective date.
- 5.3. The Contractor shall hire and train staff identified in Section 3, staffing no later than six (6) months after the contract effective date.
- 5.4. The Contractor shall purchase all equipment necessary as detailed in Exhibit B-1 to accommodate newly hired staff within 60 days of the contract effective date.



Exhibit A

- 5.5. The Contractor shall develop and operationalize a new CLIA, state, and OSHA compliant laboratory no later than thirty (30) days prior to the contract completion date.



Method and Conditions Precedent to Payment

1. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<https://www.cfda.gov>) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with Exhibit B-1 Budgets to expand services in accordance with Exhibit A, Scope of Services.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual costs incurred for the previous month.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring amounts between budget line items in Exhibit B-1, Budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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

Bidder/Program Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.


Budget Request for: Substance Use Disorder (SUD) Treatment Services - Infrastructure Expansion

Budget Period: July 1, 2016 - June 30, 2017

Line Item	Total Program Cost		Contractor Share / Match		Funded by DHHS contract share		Total
	Direct	Indirect	Direct	Indirect	Direct	Indirect	
1. Total Salary/Wages	\$ 542,942	\$ -	\$ 134,148	\$ -	\$ 408,794	\$ -	\$ 408,794
2. Employee Benefits	\$ 209,987	\$ -	\$ 47,873	\$ -	\$ 162,115	\$ -	\$ 162,115
3. Consultants	\$ 12,000	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 15,500	\$ -	\$ -	\$ -	\$ 15,500	\$ -	\$ 15,500
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 4,500	\$ -	\$ -	\$ -	\$ 4,500	\$ -	\$ 4,500
Lab	\$ 17,400	\$ -	\$ -	\$ -	\$ 17,400	\$ -	\$ 17,400
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 7,200	\$ -	\$ -	\$ -	\$ 7,200	\$ -	\$ 7,200
6. Travel	\$ 6,350	\$ -	\$ -	\$ -	\$ 6,350	\$ -	\$ 6,350
7. Occupancy	\$ 29,630	\$ -	\$ 2,000	\$ -	\$ 27,630	\$ -	\$ 27,630
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 10,119	\$ -	\$ 5,150	\$ -	\$ 4,969	\$ -	\$ 4,969
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,250	\$ -	\$ -	\$ -	\$ 6,250	\$ -	\$ 6,250
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ 7,500
9. Marketing/Communications	\$ 5,125	\$ -	\$ -	\$ -	\$ 5,125	\$ -	\$ 5,125
10. Staff Education and Training	\$ 11,299	\$ -	\$ -	\$ -	\$ 11,299	\$ -	\$ 11,299
11. Subcontracts/Agreements	\$ 14,750	\$ -	\$ -	\$ -	\$ 14,750	\$ -	\$ 14,750
12. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital*	\$ 78,700	\$ -	\$ -	\$ -	\$ 78,700	\$ -	\$ 78,700
General Management	\$ -	\$ 78,219	\$ -	\$ -	\$ -	\$ 78,219	\$ 78,219
TOTAL	\$ 979,252	\$ 78,219	\$ 189,171	\$ -	\$ 790,081	\$ 78,219	\$ 868,300

Indirect As A Percent of Direct 8.0%

*Capital	Qty	Each
Desks	4	600
Bookcase	4	250
Chairs	4	800
Guest chairs	8	250
Floor mats	4	75
2-drawer file cabinet	4	300
PC, keyboard, cables, mouse	4	4,000
Telephone Hdwr	4	300
Lamps	4	75
EHR Development	1	23,400
Lab equipment	1	38,000
Telephone system initial costs	1	5,000
		78,700

Contractor Initials: 
Date: 5/24/16



SPECIAL PROVISIONS

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

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



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

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

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



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

PK

5/24/16



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: RIVERBEND COMMUNITY MENTAL HEALTH INC

Name: PETER EVERS
Title: PRESIDENT & CEO

5/24/16

Date

Contractor Initials

PE

Date

5/24/16



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

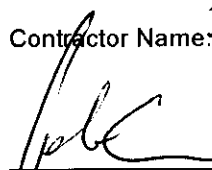
The undersigned certifies, to the best of his or her knowledge and belief, that:

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: RIVERBEND COMMUNITY MENTAL HEALTH INC

5/24/16
Date


Name: PETER EVERS
Title: PRESIDENT & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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5/24/16



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: RIVERBEND COMMUNITY MENTAL HEALTH INC

Name: PETER EVERS
Title: PRESIDENT & CEO

5/24/16
Date

Contractor Initials PE
Date 5/24/16



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

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

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

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

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

Exhibit G

Contractor Initials

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

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.

5/24/16
Date

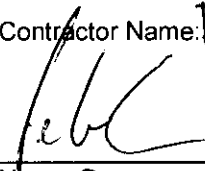
Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH INC

Name: PETER EVERS
Title: PRESIDENT & CEO

Exhibit G

Contractor Initials PE

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

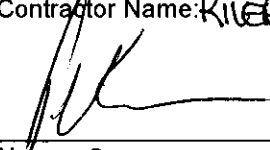
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, 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.

5/24/16
Date

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH INC


Name: PETER EVERS
Title: PRESIDENT & CEO

Contractor Initials PE
~~SE~~
Date 5/24/16



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.

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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

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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.

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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.

The State

Katya S. Fox
Signature of Authorized Representative

Katya S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/24/16
Date

RIVER BEND COMMUNITY MENTAL HEALTH INC
Name of the Contractor

[Signature]
Signature of Authorized Representative

PETER EVERS
Name of Authorized Representative

PRESIDENT & CEO
Title of Authorized Representative

5/24/16
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: RIVERBEND COMMUNITY MENTAL HEALTH INC

5/24/16

Date

Name: PETER EVERS

Title: PRESIDENT & CEO



FORM A

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

1. The DUNS number for your entity is: 081258915
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:

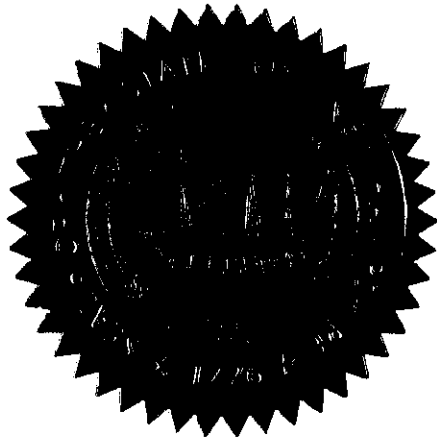
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

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 RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire nonprofit corporation formed March 25, 1966. 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 8th 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, Andrea Covell, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Riverbend Community Mental Health, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on February 25, 2016 :
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 24th day of May, 2016.
(Date Contract Signed)

4. Andrea Covell is the duly elected Secretary
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Andrea Covell
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 24th day of May, 2016.

By Andrea Covell
(Name of Elected Officer of the Agency)

Jaime Corwin
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JAIME L. CORWIN, Justice of the Peace
My Commission Expires August 8, 2017

Commission Expires: _____

Client#: 5849

RIVERBEN

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2016

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).

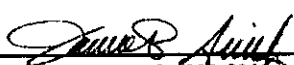
PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston, MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617 261-6700 FAX (A/C, No): 617 261-6720	
	E-MAIL ADDRESS:	
INSURED Riverbend Community Mental Health, Inc. PO Box 2032 Concord, NH 03302	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Lexington Insurance Company	NAIC # 19437
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			6797620	01/01/2016	01/01/2017	EACH OCCURRENCE \$1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000			
	<input checked="" type="checkbox"/> \$10,000 Deductible						PERSONAL & ADV INJURY \$1,000,000			
	<input type="checkbox"/> Each Claim						GENERAL AGGREGATE \$3,000,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PRODUCTS - COM/OP AGG \$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC									\$
	AUTOMOBILE LIABILITY									COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO									BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS								BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$				
						\$				
	UMBRELLA LIAB						EACH OCCURRENCE \$			
	<input type="checkbox"/> OCCUR						AGGREGATE \$			
	EXCESS LIAB						\$			
	<input type="checkbox"/> CLAIMS-MADE						\$			
	DED						\$			
	RETENTION \$						\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTHER			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$			
							E.L. DISEASE - EA EMPLOYEE \$			
							E.L. DISEASE - POLICY LIMIT \$			
A	Hospital Professional & Physicans Liab			6797620	01/01/2016	01/01/2017	\$1,000,000 Each Claim \$3,000,000 Aggregate Claims-made Coverage			
				\$10k Deductible						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of current liability coverage for the insured. Hospital professional liability retro date:
 6/24/1985

CERTIFICATE HOLDER NH DHHS 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



RIVECOM-01

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/20/2016

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).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: Mary Ellen Snell, CIC PHONE (A/C, No, Ext): (603) 715-9754 E-MAIL ADDRESS: msnell@davistowle.com	FAX (A/C, No): (603) 225-7935	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Riverbend Community Mental Health Inc c/o Angela Greene PO Box 2032 Concord, NH 03302	INSURER A : A.I.M Mutual Insurance Comapny		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

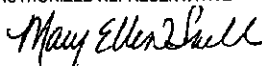
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ECC60040001272015	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NH DHHS 129 Pleasant St 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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RIVERBEND

COMMUNITY MENTAL HEALTH, INC.

Mission

Our mission at Riverbend Community Mental Health, Inc. is to offer responsive, accessible, and effective mental health service in partnership with our community so that families and individuals at all stages of life can achieve and sustain health and wellness.

community support services - counseling - employee assistance programs - emergency and assessment services

P O Box 2032, Concord, NH 03302-2032

(603) 228-1551 FAX (603) 226-7508 TTY 1-800-735-2964 or 224-6668

Website: www.riverbendmhc.org

Riverbend is an affiliate of Capital Region Health Care

Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2015

Riverbend Community Mental Health, Inc.
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June 30, 2015

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a not-for-profit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of operations, 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 audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2015 and 2014, and the statements of operations, 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.

Our audit was made for the purpose of forming an opinion on the basic financial statements of Riverbend Community Mental Health, Inc. taken as a whole. The supplementary information included on pages 14 through 17 are presented for the purposes of additional analysis and are not a required part of the basic 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.

Kittell Branagan & Suguit

St. Albans, Vermont
September 9, 2015

Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	<u>2015</u>	<u>2014</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 3,895,471	\$ 2,475,020
Client service fees receivable, net	1,026,924	1,584,831
Other receivables	485,779	120,982
Investments	8,187,316	8,289,198
Restricted cash - Managed Care Reserve	598,737	-
Prepaid expenses	99,954	103,991
Tenant security deposits	21,308	21,443
TOTAL CURRENT ASSETS	<u>14,315,489</u>	<u>12,595,465</u>
PROPERTY & EQUIPMENT, NET	<u>7,613,797</u>	<u>7,993,202</u>
OTHER ASSETS		
Investment in Behavioral Information Systems	91,104	83,604
Bond issuance costs	430,124	440,154
TOTAL OTHER ASSETS	<u>521,228</u>	<u>523,758</u>
RESTRICTED CASH, Rural Development Fund	<u>20,119</u>	<u>18,837</u>
TOTAL ASSETS	<u>\$ 22,470,633</u>	<u>\$ 21,131,262</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 125,707	\$ 59,556
Accrued expenses	1,876,338	1,019,924
Tenant security deposits	21,308	21,443
Accrued compensated absences	527,541	527,968
Current portion of long-term debt	220,995	215,318
Deferred revenue	141,674	107,965
TOTAL CURRENT LIABILITIES	<u>2,913,563</u>	<u>1,952,174</u>
LONG-TERM LIABILITIES		
Long-term debt, less current portion	7,342,747	7,563,780
Interest rate swap liability	272,232	348,635
TOTAL LONG-TERM LIABILITIES	<u>7,614,979</u>	<u>7,912,415</u>
NET ASSETS		
Unrestricted	8,768,678	8,465,911
Temporarily restricted	700,101	446,282
Temporarily restricted - Capital Campaign	2,473,312	2,354,480
TOTAL NET ASSETS	<u>11,942,091</u>	<u>11,266,673</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 22,470,633</u>	<u>\$ 21,131,262</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2015			All Funds	2014
	Unrestricted	Temporarily Restricted	Temporarily Restricted Capital Campaign		
PUBLIC SUPPORT AND REVENUES					
Public support -					
State of New Hampshire -- BBH	\$ 396,771	\$ -	\$ -	\$ 396,771	\$ 490,295
Federal	124,930	-	-	124,930	244,412
In-kind donations	170,784	-	-	170,784	170,784
Contributions	141,913	-	-	141,913	48,203
Other	380,559	13,448	-	394,007	704,940
Total Public Support	<u>1,214,957</u>	<u>13,448</u>	<u>-</u>	<u>1,228,405</u>	<u>1,658,634</u>
Revenues -					
Client service fees, net of provision for bad debts	18,360,673	-	-	18,360,673	17,244,238
Other	2,607,186	-	-	2,607,186	2,477,007
Net assets released from restrictions	163,264	(70,709)	(92,555)	-	-
Total Revenues	<u>21,131,123</u>	<u>(70,709)</u>	<u>(92,555)</u>	<u>20,967,859</u>	<u>19,721,245</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>22,346,080</u>	<u>(57,261)</u>	<u>(92,555)</u>	<u>22,196,264</u>	<u>21,379,879</u>
PROGRAM AND ADMINISTRATIVE EXPENSES					
Children and adolescents	4,794,450	-	-	4,794,450	4,649,697
Emergency services	1,574,114	-	-	1,574,114	1,500,048
ACT Team	1,375,652	-	-	1,375,652	1,331,078
Outpatient - Concord	3,204,641	-	-	3,204,641	2,902,542
Outpatient - Franklin	1,746,055	-	-	1,746,055	1,827,392
Multi-Service Team - Community Support Program	4,783,473	-	-	4,783,473	4,668,494
Mobile Crisis	22,915	-	-	22,915	-
Community Residence - Twitchell	881,328	-	-	881,328	887,964
Community Residence - Fellowship	493,030	-	-	493,030	646,450
Restorative Partial Hospital	553,098	-	-	553,098	553,466
Supportive Living - Community	1,424,855	-	-	1,424,855	1,089,113
Other Non-BBH	694,890	-	-	694,890	610,710
Mill House	-	-	-	-	173,466
Administrative	28,579	-	-	28,579	250,283
Temporarily restricted	-	-	-	-	106,083
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	<u>21,577,080</u>	<u>-</u>	<u>-</u>	<u>21,577,080</u>	<u>21,196,786</u>
EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	769,000	(57,261)	(92,555)	619,184	183,093
INVESTMENT INCOME (LOSS)	<u>16,523</u>	<u>2,138</u>	<u>(38,831)</u>	<u>(20,170)</u>	<u>910,764</u>
TOTAL INCREASE (DECREASE) IN NET ASSETS	785,523	(55,123)	(131,386)	599,014	1,093,857
NET ASSETS, BEGINNING OF YEAR	7,906,751	755,224	2,604,698	11,266,673	10,108,537
Change in fair value of interest rate swap liability	76,404	-	-	76,404	64,279
NET ASSETS, END OF YEAR	<u>\$ 8,768,678</u>	<u>\$ 700,101</u>	<u>\$ 2,473,312</u>	<u>\$ 11,942,091</u>	<u>\$ 11,266,673</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 599,014	\$ 1,093,857
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	629,829	660,103
Unrealized (gain) loss on investments	489,247	(378,108)
Changes in:		
Client service fee receivables	557,907	(60,495)
Other receivables	(364,797)	(10,972)
Prepaid expenses	4,037	(56,331)
Restricted cash - Managed Care Reserve	(598,737)	-
Restricted cash - Rural Development Fund	(1,282)	(1,281)
Accounts payable and accrued expenses	922,138	(98,518)
Deferred revenue	33,709	56,383
	<u>2,271,065</u>	<u>1,204,638</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES		
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(245,636)	(390,381)
Investment activity, net	<u>(389,622)</u>	<u>(1,405,859)</u>
	<u>(635,258)</u>	<u>(1,796,240)</u>
NET CASH (USED) IN INVESTING ACTIVITIES		
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment from affiliates	-	5,351
Principal payments on long-term debt	<u>(215,356)</u>	<u>(461,254)</u>
	<u>(215,356)</u>	<u>(455,903)</u>
NET CASH (USED) BY FINANCING ACTIVITIES		
NET INCREASE (DECREASE) IN CASH	1,420,451	(1,047,505)
CASH AT BEGINNING OF YEAR	<u>2,475,020</u>	<u>3,522,525</u>
CASH AT END OF YEAR	<u>\$ 3,895,471</u>	<u>\$ 2,475,020</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	<u>\$ 294,538</u>	<u>\$ 301,964</u>

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2012, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Property

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

State Grants

Riverbend receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of Riverbend for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as expenses when expended for the specific purpose for which they were given.

In 2002, Riverbend developed an endowment fund to support current programs and to expand community mental health services in the future. These funds were raised through a capital campaign "Helping People Help Themselves".

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net Asset Reclassification

During the year ending June 30, 2015 Riverbend reviewed classifications of equity accounts resulting in a reduction of unrestricted net assets in the amount \$559,160 and an increase to temporarily restricted net assets for \$559,160. Prior year net assets have also been reclassified for comparative purposes. Overall the reclassification had no effect on the total net assets.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Vacation Pay and Fringe Benefits

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

In-Kind Donations

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue

Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, Riverbend analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, Riverbend provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after Riverbend has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

During 2015, the Center increased its estimate in the allowance for doubtful accounts from 21% to 27% of total accounts receivable to \$398,844 as of June 30, 2015 from \$432,614 as of June 30, 2014.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking into account of the provision for bad debts) recognized during the year ended June 30, 2015 totaled \$18,360,673, of which \$17,873,902 was revenue from third-party payors and \$486,771 was revenue from self-pay clients.

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire Medicaid

The Center is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Cenpatico

This a managed care organization who reimburses the Center Medicaid funds for services rendered on a fee for service and capitated structure.

Beacon Wellness

This a managed care organization who reimburses the Center Medicaid funds for services rendered on a fee for service and capitated structure.

Approximately 86% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2015. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Advertising

Advertising costs are expensed as incurred. Total costs were \$52,617 and \$35,400 at June 30, 2015 and 2014, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 2 CASH

At June 30, 2015 and 2014, the carrying amount of cash deposits was \$4,535,635 and \$2,515,300 and the bank balance was \$4,580,825 and \$2,313,068. Of the bank balance, \$1,338,948 and \$1,013,113 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$3,241,833 and \$1,299,954 was covered by an irrevocable letter of credit with TD Bank, N.A., and the remaining \$43, and \$-0- is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

	<u>2015</u>	<u>2014</u>
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$ 362,115	\$ 453,689
Receivable from insurance companies	202,219	189,432
Medicaid receivable	706,161	1,220,053
Medicare receivable	155,770	152,723
Other	<u>(497)</u>	<u>1,548</u>
	1,425,768	2,017,445
Allowance for doubtful accounts	<u>(398,844)</u>	<u>(432,614)</u>
	<u>\$ 1,026,924</u>	<u>\$ 1,584,831</u>
 ACCOUNTS RECEIVABLE - OTHER		
Due from Penacook Assisted Living Facility	\$ 14,160	\$ 18,843
Other	<u>471,619</u>	<u>102,139</u>
	<u>\$ 485,779</u>	<u>\$ 120,982</u>

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

<u>2015</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 46,389	\$ -	\$ 46,389
U.S. Treasuries	75,172	453	75,625
Corporate Bonds	1,332,149	(4,065)	1,328,084
Equities	50,260	680	50,940
Mutual Funds	<u>6,523,059</u>	<u>163,219</u>	<u>6,686,278</u>
	<u>\$ 8,027,029</u>	<u>\$ 160,287</u>	<u>\$ 8,187,316</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 4 INVESTMENTS (continued)

<u>2014</u>	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 62,148	\$ -	\$ 62,148
U.S. Treasuries	272,660	17,847	290,507
Corporate Bonds	2,057,093	27,805	2,084,898
Equities	-	-	-
Mutual Funds	<u>5,271,752</u>	<u>579,893</u>	<u>5,851,645</u>
	<u>\$ 7,663,653</u>	<u>\$ 625,545</u>	<u>\$ 8,289,198</u>

Investment income (losses) consisted of the following at June 30,:

	<u>2015</u>	<u>2014</u>
Interest and dividends	\$ 323,519	\$ 269,119
Realized gains	177,491	294,126
Unrealized gains	(489,247)	378,108
Fees	(39,413)	(39,839)
Returns from BIS	<u>7,500</u>	<u>9,250</u>
 TOTAL	 <u>\$ (20,150)</u>	 <u>\$ 910,764</u>

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 5 FAIR VALUE MEASUREMENTS

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2015. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2015</u>	<u>2014</u>
Land	\$ 496,287	\$ 496,287
Buildings	11,702,536	11,658,593
Leasehold Improvements	351,960	351,960
Furniture and Fixtures	3,061,169	2,996,270
Equipment	<u>1,028,013</u>	<u>936,255</u>
	16,639,965	16,439,365
Accumulated Depreciation	<u>(9,026,168)</u>	<u>(8,446,163)</u>
 NET BOOK VALUE	 <u>\$ 7,613,797</u>	 <u>\$ 7,993,202</u>

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2015 and 2014, Riverbend paid BIS \$27,048 and \$338, respectively, for software support and services.

BIS owed Riverbend \$32,194 and \$14,099 at June 30, 2015 and 2014, respectively.

NOTE 8 OTHER ASSETS

Bond Issuance Costs

The organization incurred bond issuance costs totaling \$601,637. These costs are being amortized over the life of the related obligation – 30 years. The net remaining unamortized costs were \$424,727 and \$434,424 at June 30, 2015 and 2014, respectively.

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 9 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	<u>2015</u>	<u>2014</u>
Mortgage payable, \$206,500 note dated 12/9/99. Interest at 4.5%. Monthly payments of principal and interest of \$1,047. Matures December 2029. Secured by building.	\$ 132,988	\$ 139,410
Mortgage payable, \$105,350 note dated 2/17/00, secured by Kendall St. property. Interest at 0.0%, annual principal payments of \$5,268 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	21,509	26,776
Mortgage payable, \$175,842 note dated 1/30/03, secured by Pleasant St. property. Interest at 0.0%, annual principal payments of \$8,792 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	65,942	74,734
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,745,000	3,855,000
Note payable, City of Concord, \$24,371 note dated August 2011. Monthly payments of principal and interest of \$438 at 3% interest. Matures August 2016.	6,018	11,011
Note payable, New Hampshire Health and Education Facilities Authority, \$100,000 note dated January 2013. Monthly payments of principal and interest of \$1,709 at 1% interest. Matures January 2018.	52,285	72,167

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 9 LONG-TERM DEBT (continued)

	<u>2015</u>	<u>2014</u>
Bond payable, NHHEFA dated July 2008, interest at a fixed rate of 3.435% through a swap agreement expiring 7/1/2018, annual debt service payments of varying amounts ranging from \$45,000 in July 2012 to \$475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,540,000	3,600,000
	<u>7,563,742</u>	<u>7,779,098</u>
Less: Current Portion	<u>(220,995)</u>	<u>(215,318)</u>
	<u>\$ 7,342,747</u>	<u>\$ 7,563,780</u>

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2016	\$ 220,995
2017	227,232
2018	223,319
2019	221,735
2020	227,257
Thereafter	<u>6,443,204</u>
	<u>\$ 7,563,742</u>

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated July 1, 2008. The letter is for \$4,100,000 and expires July 23, 2018.

NOTE 10 DEFERRED INCOME

	<u>2015</u>	<u>2014</u>
Concord Hospital & Other	\$ 132,729	\$ 99,020
DHHS - BBH Grant	<u>8,945</u>	<u>8,945</u>
TOTAL DEFERRED INCOME	<u>\$ 141,674</u>	<u>\$ 107,965</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 11 LINE OF CREDIT

As of June 30, 2015, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be February 28, 2016 and the decision to review the line of credit will be at the sole discretion of the lender.

NOTE 12 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend various funds at year end.

The balance is comprised of the following at June 30,:

	<u>2015</u>	<u>2014</u>
Ongoing management and administrative services, recorded in other accounts receivable	<u>16,318</u>	<u>14,160</u>
	<u>\$ 16,318</u>	<u>\$ 14,160</u>

Riverbend collected \$79,216 and \$77,164 for property management services and \$63,786 and \$58,650 for contracted housekeeping services from the affiliate during the years ended June 30, 2015 and 2014, respectively.

NOTE 13 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2015 and 2014, such contributions were \$164,136 and \$146,808, respectively.

NOTE 14 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2016	\$ 33,918
2017	27,151
2018	27,597
2019	28,057
2020	<u>28,530</u>
	<u>\$ 145,253</u>

Riverbend Community Mental Health, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 14 OPERATING LEASES (continued)

Total rent expense for the years ended June 30, 2015 and 2014 was \$41,137 and \$38,714, respectively.

NOTE 15 RESTRICTED CASH

As of June 30, 2015, Riverbend had restricted cash of \$598,737 included in current assets. This amount represents funds contractually obligated to as part of the capitation arrangement with the managed care organizations.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 9, 2015, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2015, have been incorporated into the financial statements herein.

SUPPLEMENTARY INFORMATION

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2015, with
Comparative Totals for 2014

	2015 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	RCA, 5 West (Non-Eligibles)
PROGRAM SERVICE FEES							
Net Client Fees	\$ 486,771	\$ -	\$ 486,771	\$ 108,596	\$ 20,263	\$ 5,807	\$ 202,490
HMO's	791,047	-	791,047	245,195	67,908	-	358,200
Blue Cross/Blue Shield	344,256	-	344,256	123,434	30,994	-	156,586
Medicaid	14,906,351	-	14,906,351	4,501,894	252,143	621,354	331,223
Medicare	767,392	-	767,392	-	2,303	14,496	327,148
Other Insurance	562,534	-	562,534	152,597	41,448	300	288,703
Other Program Fees	502,322	-	502,322	19,651	-	-	88,304
PROGRAM SALES							
Service	2,607,186	-	2,607,186	-	972,395	-	1,277,286
PUBLIC SUPPORT							
United Way	68,750	-	68,750	-	68,750	-	-
Local/County Gov't.	3,999	-	3,999	1,885	123	-	384
Donations/Contributions	141,913	20,000	121,913	36,524	-	1,105	-
Other Public Support	191,063	2,280	188,783	43,516	59,282	-	39,734
DCYF	593	-	593	443	-	-	-
FEDERAL FUNDING							
Other Federal Grants	88,680	-	88,680	-	-	-	-
PATH	36,250	-	36,250	-	-	-	-
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-
OTHER REVENUES	129,602	6,299	123,303	5,885	147	-	4,445
BBH	396,771	-	396,771	1,690	7,708	857	-
TOTAL PROGRAM REVENUES	<u>\$22,196,264</u>	<u>\$ 28,579</u>	<u>\$22,167,685</u>	<u>\$ 5,246,510</u>	<u>\$ 1,523,464</u>	<u>\$ 643,919</u>	<u>\$ 3,074,503</u>

<u>ACT Team</u>	<u>Multi-Service Team</u>	<u>Mobile Crisis</u>	<u>Comm. Res. Twitchell</u>	<u>Comm. Res. Fellowship</u>	<u>Comm. Supp. Living</u>	<u>RCMH Mgmt. Services (Non-BBH)</u>	<u>Child Impact Program (Non-BBH)</u>	<u>In-Shape (Non-BBH)</u>	<u>2014</u>
\$ 7,204	\$ 123,034	\$ 534	\$ 15,763	\$ 8,206	\$ (11,179)	\$ -	\$ -	\$ 6,053	\$ 535,045
6,078	113,396	267	-	-	3	-	-	-	742,876
1,983	30,992	267	-	-	-	-	-	-	318,086
746,117	6,028,158	1,259	605,144	472,571	1,228,191	-	-	118,297	13,917,228
24,800	398,645	-	-	-	-	-	-	-	664,580
16,415	62,804	267	-	-	-	-	-	-	604,661
-	9,953	-	125,220	-	224,464	-	34,730	-	461,762
-	40,256	-	-	(67,522)	(41,385)	426,156	-	-	2,477,007
-	-	-	-	-	-	-	-	-	75,562
144	1,455	-	-	-	3	-	-	5	3,000
-	10,073	-	108	-	12	69,091	-	5,000	48,203
544	24,501	-	2,477	-	-	-	3,086	15,643	303,340
150	-	-	-	-	-	-	-	-	-
-	5,000	-	-	-	-	-	-	83,680	207,297
-	-	-	-	-	36,250	-	-	-	37,115
-	-	-	144,886	-	20,698	-	-	-	170,784
340	3,295	-	-	-	150	109,041	-	-	323,038
<u>364,999</u>	<u>4,143</u>	<u>17,374</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>490,295</u>
<u>\$ 1,168,774</u>	<u>\$ 6,855,705</u>	<u>\$ 19,968</u>	<u>\$ 893,598</u>	<u>\$ 413,255</u>	<u>\$ 1,457,207</u>	<u>\$ 604,288</u>	<u>\$ 37,816</u>	<u>\$ 228,678</u>	<u>\$21,379,879</u>

Riverbend Community Mental Health Inc.
 SCHEDULE OF FUNCTIONAL EXPENSES
 For the Year Ended June 30, 2015, with
 Comparative Totals for 2014

	2015 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Restorative Partial Hospital	RCA, 5 West (Non-Eligibles)
PERSONNEL COSTS							
Salary & Wages	\$ 13,366,413	\$ 1,124,862	\$ 12,241,551	\$ 2,768,681	\$ 1,009,668	\$ 254,138	\$ 1,971,044
Employee Benefits	3,003,924	195,291	2,808,633	771,435	164,998	98,562	188,065
Payroll Taxes	965,440	84,154	881,286	203,276	73,384	18,693	130,355
PROFESSIONAL FEES							
Substitute Staff	529,358	50,567	478,791	4,088	28,074	-	397,740
Accounting	40,820	40,820	-	-	-	-	-
Legal Fees	10,178	9,428	750	-	-	-	-
Other Prof. Fees/Consul.	736,735	25,772	710,963	13,273	3,079	13,328	12,792
STAFF DEV. & TRAINING							
Journals & Pub.	4,973	2,555	2,418	404	59	-	542
Conferences and Conv.	43,595	12,702	30,893	3,179	461	236	4,409
Other Staff Dev. (Statewide)	-	-	-	-	-	-	-
OCCUPANCY COSTS							
Rent	62,754	10,676	52,078	12,872	1,920	2,002	14,421
Heating Costs	58,238	7,213	51,025	6,756	1,604	914	1,604
Other Utilities	147,634	24,088	123,546	22,275	5,434	4,472	5,433
Maintenance and Repairs	126,668	19,107	107,561	11,996	10,137	3,368	8,027
Taxes	5,281	-	5,281	-	-	-	-
CONSUMABLE SUPPLIES							
Office	222,259	61,685	160,574	40,647	9,662	3,607	24,826
Building/Household	49,480	7,628	41,852	6,397	3,526	4,131	2,174
Educational/Training	28,029	-	28,029	23,196	-	30	-
Food	60,207	8,534	51,673	4,308	1,669	17,143	1,481
Medical	4,538	369	4,169	532	92	490	235
Other Consumable Supplies	-	-	-	-	-	-	-
ADVERTISING	52,619	19,141	33,478	6,390	2,903	765	2,882
PRINTING	49,071	24,173	24,898	4,433	1,610	55	9,633
TELEPHONE/ COMMUNICATIONS	174,635	25,436	149,199	29,149	22,988	4,868	12,538
POSTAGE/SHIPPING	25,347	9,358	15,989	3,905	1,545	770	1,443
TRANSPORTATION							
Staff	317,593	40,903	276,690	89,869	542	155	56
Clients	30,979	3,805	27,174	1,860	28	12,737	-
Client Services	-	-	-	-	-	-	-
INSURANCE							
Malpractice and Bonding	160,982	13,270	147,712	29,192	27,444	6,571	16,233
Vehicles	14,628	897	13,731	2,017	-	7,465	-
Comp. Property & Liab.	17,578	3,604	13,974	1,993	601	540	601
INTEREST EXPENSE	294,538	125,237	169,301	55,436	14,817	19,405	14,844
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-
DEPRECIATION AND AMORTIZATION							
EQUIPMENT MAINTENANCE	629,829	103,750	526,079	159,093	25,737	20,358	45,742
MEMBERSHIP DUES	26,166	8,709	17,457	3,373	1,173	1,170	2,264
OTHER EXPENDITURES	33,322	23,193	10,129	1,146	90	1,753	1,100
	112,485	35,136	77,349	28,082	3,280	-	13,326
TOTAL EXPENSES	21,577,080	2,122,063	19,455,017	4,314,453	1,416,525	497,726	2,883,810
ADMIN ALLOCATION	-	(2,093,484)	2,093,484	479,997	157,589	55,372	320,831
TOTAL PROGRAM EXPENSES	<u>21,577,080</u>	<u>28,579</u>	<u>21,548,501</u>	<u>4,794,450</u>	<u>1,574,114</u>	<u>553,098</u>	<u>3,204,641</u>
SURPLUS/(DEFICIT)	<u>\$ 619,184</u>	<u>\$ -</u>	<u>\$ 619,184</u>	<u>\$ 452,060</u>	<u>\$ (50,650)</u>	<u>\$ 90,821</u>	<u>\$ (130,138)</u>

ACT Team	Multi-Service Team	Mobile Crisis	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	RCMH Mgmt. Services (Non-BBH)	Child Impact Program (Non-BBH)	In-Shape (Non-BBH)	2014
\$ 778,133	\$ 3,909,433	\$ 6,300	\$ 406,393	\$ -	\$ 658,246	\$ 329,082	\$ 26,311	\$ 124,122	\$ 13,009,356
250,676	970,452	220	117,064	-	178,327	35,268	699	32,867	3,002,183
54,380	286,737	488	30,690	-	50,716	21,021	1,804	9,742	966,491
-	37,389	11,500	-	-	-	-	-	-	263,688
-	-	-	-	-	-	-	-	-	44,940
-	-	750	-	-	-	-	-	-	30,391
906	44,315	-	1,075	485,830	118,946	2,626	2,611	12,182	745,975
83	599	-	468	-	263	-	-	-	8,760
2,279	15,958	-	2,286	-	1,985	-	-	100	51,194
-	-	-	-	-	-	-	-	-	1,039
1,361	1,652	-	-	-	-	-	3,450	14,400	60,331
3,117	15,891	-	-	-	21,139	-	-	-	54,835
8,180	31,997	-	10,861	-	34,894	-	-	-	159,457
6,091	31,808	1,071	4,577	-	30,472	-	-	14	134,966
-	-	-	-	-	5,281	-	-	-	24,727
8,076	51,886	-	10,066	-	10,067	-	-	1,737	177,686
2,337	7,079	-	6,267	-	9,941	-	-	-	72,428
1,802	2,057	-	-	-	-	-	944	-	28,847
647	6,685	-	16,132	-	3,047	-	-	561	60,628
34	1,918	-	174	-	677	-	-	17	3,457
-	-	-	-	-	-	-	-	-	7,066
1,626	12,399	1,797	1,676	-	2,615	-	-	425	35,398
538	7,937	203	118	-	137	-	-	234	18,878
12,110	40,762	554	10,713	-	14,377	569	-	571	172,952
678	5,152	-	454	-	1,523	341	9	169	22,875
26,869	147,307	32	1,595	-	9,777	-	-	488	341,743
-	1,721	-	3,668	-	4,129	70	-	2,961	36,647
-	-	-	-	-	-	-	-	-	1,134
4,255	45,836	-	8,511	-	8,320	-	-	1,350	178,223
-	140	-	2,197	-	1,885	27	-	-	11,049
1,442	3,410	-	1,501	-	3,180	346	-	360	17,346
18,393	22,133	-	-	-	24,273	-	-	-	301,964
-	-	-	144,886	-	20,698	-	-	-	170,784
48,469	142,214	-	7,165	-	74,035	-	-	3,266	660,103
1,329	4,173	-	2,142	-	1,347	-	-	486	21,723
2,029	3,971	-	40	-	-	-	-	-	25,725
2,090	22,819	-	2,375	-	3,450	445	883	599	271,797
1,237,930	5,875,830	22,915	793,094	485,830	1,293,747	389,795	36,711	206,651	21,196,786
137,722	653,698	-	88,234	7,200	131,108	43,366	1,835	16,532	-
1,375,652	6,529,528	22,915	881,328	493,030	1,424,855	433,161	38,546	223,183	21,196,786
\$ (206,878)	\$ 326,177	\$ (2,947)	\$ 12,270	\$ (79,775)	\$ 32,352	\$ 171,127	\$ (730)	\$ 5,495	\$ 183,093

Riverbend Community Mental Health, Inc.
 ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
 For the Year Ended June 30, 2015

	<u>Beginning Receivables (Deferred)</u>	<u>Revenues</u>	<u>Receipts</u>	<u>Pass Thru to other Agencies</u>	<u>Ending Receivables (Deferred)</u>
Contract Year, June 30, 2015	\$ (8,945)	\$ 512,337	\$ (512,337)	\$ -	\$ (8,945)

Analysis of Receipts:

<u>BBH & Federal Fund Payments</u>	
8/27/2014	\$ 67,239
9/23/2014	3,663
11/6/2014	55,063
11/6/2014	3,663
11/24/2014	39,026
12/23/2014	70,934
12/23/2014	3,113
1/20/2015	24,245
2/19/2015	29,161
3/2/2015	58,718
3/26/2015	73,274
4/3/2015	10,897
5/1/2015	23,383
5/21/2015	8,741
6/10/2015	3,665
6/10/2015	5,288
6/25/2015	9,890
7/15/2015	5,000
7/15/2015	17,374
	<u>\$ 512,337</u>

Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2015

	<u>Accounts Receivable, Beginning</u>	<u>Gross Fees</u>	<u>Contractual Allowances & Discounts</u>	<u>Bad Debts and Other Charges</u>	<u>Cash Receipts</u>	<u>Accounts Receivable, Ending</u>
Client fees	\$ 560,902	\$ 2,614,941	\$ (1,983,859)	\$(292,948)	\$ (536,921)	\$ 362,115
Blue Cross/Blue Shield	41,607	515,623	(171,367)	4,078	(356,139)	33,802
Medicaid	1,220,061	22,178,207	(7,389,854)	539,782	(15,842,035)	706,161
Medicare	152,723	932,125	(164,733)	5,369	(769,714)	155,770
Other insurance	147,944	1,848,316	(494,735)	28,257	(1,361,365)	168,417
Other program fees	<u>1,548</u>	<u>353,737</u>	<u>(2,656)</u>	<u>162</u>	<u>(353,288)</u>	<u>(497)</u>
TOTALS	<u>\$ 2,124,785</u>	<u>\$ 28,442,949</u>	<u>\$ (10,207,204)</u>	<u>\$ 284,700</u>	<u>\$ (19,219,462)</u>	<u>\$ 1,425,768</u>

Riverbend Community Mental Health, Inc. Board of Directors

<u>First Name</u>	<u>Last Name</u>	<u>Title</u>	<u>Employment Information</u>
Bijoux	Bahati	Family Advocate, MSW Practicum	Ascentria Care Alliance/Concord School District
John	Barthelmes	Commissioner	Dept. of Safety
Peg	Blume	RN	St. Pauls School and Home Healthcare Hospice & Community Services
Frank	Boucher	Senior Vice President	Northeast Delta Dental
David	Cawley	Consultant	Helms & Co.
Leslie	Combs		Parttime Career Coach Lee Hecht Harrison
Michel	Couret, DDS	Chief Dental Officer	Northeast Delta Dental
Andrea	Covell, Asst. Secretary		Riverbend Community Mental Health, Inc.
John	Duval, Secretary	Director of Safety	Concord Hospital
Travis	Harker	MD, MPH	Medical Director at Concord Hospital Family Health Centers and Chief Medical Officer at Granite Health
John	Hastings	Financial Consultant	JH Hastings & Co., Inc.
Randy	Hayes, Chair	Retired MD	Concord Hospital - 2 hours of per diem work per week at Havenwood Nursing Home as Havenwood Medical Director
Lucy	Hodder	Director of Health Law & Policy	UNH Law School
Bhagirath	Khatiwada	Programs & Development Director	Bhutanese Community of NH
Karen	Levchuck	Counsel	NH Employment Security
Meg	Miller, Vice Chair	Executive Director	Peabody Home
Jill	Savage	Coucilor	NHTI
Carol	Sobelson	MS, LICSW	Capital Valley Counseling Associates, Inc.
Leslie	Walker	CPA	Mason + Rich
Peter	Evers, Ex Officio	President & CEO	Riverbend Community Mental Health, Inc.
Bob	Steigmeyer, Ex Officio	CEO	Concord Hospital

Peter John Evers

Employment History:

October 2013- Present	Riverbend Community Mental Health, Inc. President/CEO Vice President for Behavioral Health at Concord Hospital Manage \$22 million mental health agency with 300 employees serving children, families and adults with outpatient, inpatient and residential services. Manage 15 bed inpatient psychiatric unit and emergency psychiatric services at Concord Hospital. Board member for Capital Region Health Care. Program development with the New Hampshire Division of Behavioral Health to design new initiatives to better serve the community. Work with state and local government committees to advise legislators on the mental health needs of the community.	Concord, NH
April 2010- October 2013	The Home for Little Wanderers Vice President, Program Operations Responsible for the operations of all The Home's programs in Eastern Mass. 600 Employees 20 Programs and a budget of \$32 Million. Achievements: Part of a team that has brought financial stability to the program side of the organization during very difficult times for non profits. Turned a small surplus last 2 Financial Years. Diversified programmatic continuum of services and revenues streams to ensure that the agency is not reliant on revenue from large single sources.	Boston MA
February 2007- April 2010	Department of Mental Health, Southeastern Area Area Director Responsibility and oversight of 1300 employees and a budget of \$112M to provide services to the mentally ill in Southeastern Mass. Region. Oversight of 3 hospitals and 7 community based mental health centers providing an array of inpatient acute and outpatient services to people with mental illness. Management of all contracts with private sector providers in South Eastern Massachusetts	Brockton, MA

January 2004 - February 2007	Boston Emergency Services Team Clinical Director	Boston, MA
	Responsible for clinical oversight of psychiatric crisis intervention services for the City of Boston. Supervision of 5 components of service delivery with a mission to place those with psychiatric illness in appropriate services and levels of care.	
February 2003 - March 2004	Dimock Community Health Center Vice President, Behavioral Health	Roxbury, MA
	Responsible for administration of the Behavioral Health Cluster at Dimock which is the largest of all of the cluster providers in the Health Center, which employs 700 individuals in the Roxbury/Dorchester Area. The Behavioral Health Cluster has a budget of over \$10 million and employs in the region of 200 people. Programs include Emergency Psychiatric Evaluation, MR Residential, Addictions and Recovery Residential and Outpatient Programs and Mental Health Outpatient Programs.	
December 1998 - February 2003	Boston Emergency Services Team Director of Acute Care Services	Boston, MA
	Responsible for clinical and administrative operations for Dimock Community Health Center's Emergency Psychiatric Crisis Team, covering the areas of Dorchester, Roxbury and South Boston. Responsible for 24-hour coverage and response to requests for psychiatric evaluations in the community, residential group homes and hospital emergency rooms. Responsible for a budget in excess of \$3 million. Duties also included the running of a 30 bed Detoxification Unit in Roxbury. Responsible for budgets, hiring and firing of staff, performance improvement and utilization review.	
January 1998 - December 1998	Department of Social Services Area Director	Malden, MA
	As the Director of State Child Protection office covering 10 towns north of Boston with 100 employees, responsible for all cases of child protection and all budgetary matters. The office has a caseload of some 700 families and a foster care, home based and residential budget of over \$2 million. Oversaw child protection, adoption, substitute care residential care, community based initiatives, negotiation of all contracts with collateral agencies, responsibility for all personnel matters within the office and responsibility for all report and proposal writing within the office, including the proposal for the Multi-Disciplinary Treatment team, recruitment and set up.	
December 1995 - January 1998	Department of Social Services Area Program Manager	Roxbury, MA
April 1995 - January 1993	Boston Emergency Services Team Psychiatric Crisis Clinician; Overnight shifts.	Boston, MA

November 1993 - December 1995	Department of Social Services Assessment Supervisor.	Roxbury, MA
July 1992 - November 1993	Roxbury Multi-Service Center Program Director.	Dorchester, MA
September 1990 - July 1992	Department of Social Services Assessment Worker	Allston, MA
June 1988 - August 1990	London Borough of Newham Social Services Department Social Worker working with children in long term care.	London

Education History:

1986-1988: University Of Kent at Canterbury, England
M.S.W. Specializing in Psychology, Sociology, Social Policy and Psychotherapy.

1979-1983: Sheffield Hallam University, Sheffield, England.
B.A. [with Honors] Economics and Business Studies.
Specializing in Human Resource Management.

Additional Qualification.

C.Q.S.W. British Social Work License.
L.I.C.S.W. #1031376
LADC1 #1059

Committees/Boards

Board Member Massachusetts Association for Mental Health
Member: Statewide Committee to Reduce Emergency Room Volume 2007-2010
Member: Boston Public Health Commission; Project Launch for Children/My Child

References Available Upon Request.

ALLAN MARK MOSES

EMPLOYMENT:

April, 1981 - Present RIVERBEND COMMUNITY MENTAL HEALTH, INC.
Concord, NH

Sr.V.P.-Chief Financial Officer Responsible for the administrative duties involving general supervision of all business management services. Supervisory and administrative capacity involving the accounts receivable, accounts payable and general ledger aspects of this \$15 million non-profit organization. Instrumental in the design and implementation of the fiscal reporting via a newly purchased computer. Liaison with external organizations involving negotiations and presentation of data. Member of the Board's Finance Committee.

EDUCATION:

1980 New Hampshire College, Manchester, NH
Master of Business Administration - Management
Summa Cum Laude

University of New Hampshire, Durham, NH
Division of Continuing Education
Graduate Studies - Counseling

1974 Ohio University, Athens, OH
B.A. Social Work and Sociology

PUBLICATIONS:

"Settlement Schools," Appalachia: Social Context Past and Present
An extensive research project undertaken in Kentucky, investigating thirteen settlement schools in an historical and future perspective.

ACTIVITIES:

Attendance at seminars concerning tax laws pertaining to non-profit corporations.

Attendance at conferences dealing with methods for successful grantsmanship.

Instructor with continuing education series at the New Hampshire Technical Institute and Concord Union School District.

INTERESTS:

Visited Mid-Eastern and European countries along with extensive United States traveling.

Photography, gardening, woodcrafts, aerobics.

REFERENCES:

References will be furnished upon request.

Bret W. Longgood, LICSW

Education

- 1970 - 1972 Rutgers University; New Brunswick, New Jersey
- 1976 - 1978 Keene State College, Keene, NH
Degree: BA., Psychology
Honors: Summa cum Laude
- 1980 - 1981 University of Connecticut - School of Social Work
Degree: Masters of Social Work

Credentials

Licensed Independent Clinical Social Worker (LICSW), State of NH, License # 1056

Academy of Certified Social Workers (ACSW)

Employment

- 1997 - Present *Senior Vice President, Chief Operating Officer*
Corporate Compliance Officer
Riverbend Community Mental Health Inc. Concord, NH
- Administrator Behavioral Health*
Concord Hospital, Concord, NH

Responsible for overall planning and operations of behavioral health services. Riverbend CMHC is the second largest community mental health center in NH. Specific responsibilities include: supervision of program directors and director of quality assurance; providing agency wide leadership in developing programs and services to address community need; providing integration between fiscal, administrative and programmatic departments to assure efficient and effective operations; assuring continuous process improvement to promote timely access to high quality services; overseeing policy development and multiple audit processes, functioning as the agency corporate compliance officer; developing and overseeing implementation of the annual contract with the state; and assuring that the agency complies with State, Federal and payer rules and regulations. Clinical duties include providing supervision and consultation regarding complex and high-risk consumers, serving on the Capital Region Health Care Clinical Process Improvement Committee, serving on the Concord Regional VNA quality assurance committee. As Administrator of Behavioral Health services at Concord hospital my responsibilities include (Interim Vice President during times of CEO vacancy), administrative and operational oversight of a 15 bed inpatient unit, clinical staffing of the Emergency Department Psychiatric Pod, comprehensive substance abuse treatment program and hospital wide psychiatric consults. I report to the Riverbend CEO and VP for Behavioral Health at Concord Hospital and manage a \$20,000,000 plus CMHC system serving over 7,000 individuals per year.

- 1991 - 1997 *Administrator of Planning and Coordination*
NH Division of Mental Health and Developmental Services Concord, NH

Responsible for: Coordination, supervision, and oversight of all programmatic aspects of New Hampshire's State funded community mental health system. Specific responsibilities included: case consultation with community mental health centers in cases that were identified as complex, multi-system involved, high risk or utilization outliers; supervision of regional managers relative to contract management and planning activities; coordination of statewide program planning and development efforts; development of Division of Mental Health and Developmental Services goals and policies affecting the state community mental health system; oversight of contract negotiations with provider agencies; writing grants and serving as project officer for multiple federal and foundation grants; serving as Division spokesperson representing the Division on national task forces, and presenting at regional and national conferences; oversight of statewide family and consumer support initiatives including supervision of the Division Consumer Liaison; oversight of program related regulatory processes including administrative rule making, approval of community mental health programs, and designation of community based acute care treatment programs. Provided leadership in Statewide program development leveraging Federal dollars to address the needs of adults with serious mental illness and severely emotionally disturbed children and their families.

1985 – 1991

Program Planning and Review Specialist:

NH Division of Mental Health and Developmental Services Concord, NH

Regionally, responsible for: oversight of program and financial planning, development, and administration of regional mental service delivery systems; formulation of goals and policies on a regional basis within the Bureau of Community Mental Health Services. Specific activities included development and monitoring of annual performance contracts; assessing regional program and resource needs and formulating regional plans to address needs; providing consultation, technical assistance, and problem solving regarding complex regional program, financial, and consumer related issues; supervision of office functions; conducting program and financial data analysis and preparing management reports for the Director of the Office of Community Mental Health Services.

Statewide, responsible for: provision of leadership in promoting statewide community support service development for persons with severe and persistent mental illness; systems planning and mobilization; resource development; development of statewide and regional family and consumer self help groups; and human resource development planning. Specific responsibilities included: staff supervision for the Office of Community Mental Health Services Administration; management of agency performance contracts and NIMH Community Support and Human Resource Development grants; development of inter and intra-agency cooperative agreements; writing administrative rules; planning and policy development for case management, rehabilitation, and employment services; provision of leadership in the development of family and consumer self-help initiatives; and supervision of Office of Community Mental Health Services Administration staff.

1983 – 1985

Coordinator of Partial Hospitalization

Lakes Region Mental Health Center Laconia, New Hampshire

Responsible for: overall program management and staff supervision for acute and rehabilitative partial hospitalization programs; supervision of case managers and graduate students; program planning, implementation, and review; coordination and supervision of multidisciplinary staff team meetings; policy development; grant writing; family education; quality assurance; consultation to other agencies; serving as a mobile crisis response/emergency services team clinician; functioning as acting CSP director during the absence of the program director, and direct provision of clinical and community support services to persons with severe and persistent mental illness. Also provided outpatient therapy at locations outside of the CSP program.

1982 – 1983

Clinician/Therapist

Lakes Region Mental Health Center, Laconia, New Hampshire

Responsible for: provision of clinical and community support services to persons with severe and persistent mental illness and their families including intake, assessment, individual and group psychotherapy, case management, skills teaching, and family education. Additionally, served as a member of a mobile crisis response/emergency services team, provided outpatient psychotherapy at locations outside of the CSP program and consultation to other agencies.

Revised March 28, 2012

1981 – 1982 *Psychiatric Social Worker III*
Philbrook Center, New Hampshire Hospital, Concord, NH

Responsible for: full privileging including "professional person in charge"; team leadership; case management; group, individual and family psychotherapy with severely emotionally disturbed children and adolescents; comprehensive court evaluations; coordination of multiple service delivery systems; and discharge planning.

1980 – 1981 *Therapist/Social Work Intern*
Partial Hospitalization Program, Central NH Community Mental Health Ctr. Concord, NH

Responsible for: provision of clinical services to a diverse adult population: intake/assessment, group, individual, and family psychotherapy; leading psycho-educational groups; treatment planning.

1980 – 1980 *Clinical Case Manager/Social Work Intern*
Tobey Adolescent Unit, New Hampshire Hospital, Concord, NH

Responsible for: provision of clinical assessment, treatment and case management to hospitalized severely emotionally disturbed adolescents and their families with an emphasis on rapid discharge and the development of community support networks.

1979 – 1980 *Correctional Psychiatric Aid*
Forensic Unit, New Hampshire Hospital, Concord, NH

Responsible for: developing and maintaining knowledge of state and federal forensic laws; creating and maintaining a safe, secure, therapeutic environment; crisis intervention; monitoring response to treatment and potentially dangerous behavior; and treatment planning.

1978 – 1981 *Mental Health Worker*
New Hampshire Hospital, Concord, NH

Responsibilities included: creating and maintaining a therapeutic environment; working with patients to implement treatment plans; and providing stabilization services and crisis intervention. *Continued part time during MSW program*

1972 – 1976 *Self-employed (Residential Construction)*
Bergen County, New Jersey

Professional Affiliations

National Alliance for the Mentally Ill in New Hampshire
National Association of Social Workers
Capital Region Visiting Nurses Association Evaluation Committee
N.A.S.W. Board of Directors (past)
University of Connecticut School of Social Work: Field Supervisor (past)
Plymouth State College: Field Supervisor (past)
International Association of Psychosocial Rehabilitation
NASMHPD; HRD and ACCSS Divisions (past)
Capital Region Health Care Corporator
Crotched Mountain Institutional Review Board

Oswaldo J. Evangelista, M.D.

Professional Profile Intensive experience treating severe mental illness in adults, geriatric psychiatry and dual diagnosis (mental illness and addictions, mental illness and intellectual disabilities)

On-call experience covering Concord Hospital Emergency Services, consultation service, and inpatient units

Thorough knowledge of electronic health records

Many years in private practice, well versed in psychopharmacology and individual psychotherapy, performing psychiatric evaluations, crisis intervention and medication follow ups

Bilingual in Spanish and English – naturalized US citizen since 1980, born in Buenos Aires

Administrative experience at Community Mental Health Center’s from July 2014 to present

Board Certification and Licensures

Jun 2012 Licensed in New Hampshire as a Physician
Jan 1980 Board Certified in Psychiatry by The American Board of Psychiatry and Neurology
Jun 1976 Licensed in New York as a Physician

Education

Dec 1972 Physician, University of Buenos Aires School of Medicine (Argentina)
Jul 1974 - Jun 1975 Straight Medical Internship, Long Island College Hospital (Brooklyn, NY)
Jul 1975 - Jun 1978 Residency in Psychiatry, The Roosevelt Hospital (New York, NY)

Experience

Oct 2014 – Present Medical Director, Riverbend Community Mental Health, Inc.

Jul 2014 - Oct 2014 Associate Medical Director at Mental Health Center of Greater Manchester

Apr 2012 - Jul 2014 Staff psychiatrist at Riverbend Community Mental Health, Inc.
Exceeded benchmarks for productivity, having done so every single quarter of employment

Jul 1984 - Mar 2012 Full time office based private practice (Flushing, NY)

Jan 2010- Jul 2011 Psychiatric Consultant, Astrocare Mental Health Clinic (Bronx, NY)

Jul 1998 - Jun 2003 Member of Provider Advisory Board, Oxford Health Care Systems (New York, NY)
 Jan 1994 - Jun 2001 Psychiatric Consultant, Managed Healthcare Systems (New York, NY)
 Jul 1996 - Sep 1998 Member of Provider Advisory Board, Merit Behavioral Health (New York, NY)
 Mar 1985 - Oct 1985 Psychiatric Consultant, Dept. of Corrections, Rikers Island (New York, NY)
 Aug 1978 - Sep 1984 Part time Inpatient and Outpatient private practice (Flushing, NY)
 Aug 1978 - Sep 1984 Liaison and Consultation Service, Psychiatry Dept., The New York Hospital (Queens, NY)
 Jan 1973 - Jun 1974 Physician, Dept. of Internal and Emergency Medicine, Zubizarreta Hospital (Buenos Aires, Argentina)

Hospital Affiliations

Apr 2012 - Jul 2014 Concord Hospital (Concord, NH)
 Nov 2014 - present Concord Hospital (Concord, NH)

Professional Memberships

May 2015 – present Vice President, NH Psychiatric Society
 Apr 2012 - present New Hampshire Medical Society
 Nov 2014 - present American Psychiatric Association
 Oct 2014 – May 2015 Member at Large, NH Psychiatric Society
 Jul 1978 - Mar 2012 American Psychiatric Association
 Jul 1978 – Mar 2012 American Medical Association
 Jul 1978 - Mar 2012 Queens County Medical Society, NY
 Jul 1978 - Mar 2012 Medical Society of New York State

Honors

July 1977 - Jun 1978 Chief Resident, Dept. of Psychiatry, The Roosevelt Hospital (New York, NY)
 Dec 1972 Honor Diploma, Physician, University of Buenos Aires School of Medicine

Teaching

Apr 2012 - Jul 2014 Supervision of master level clinicians and psychiatric nurses
 Apr 2012 - Jul 2014 Conducted case seminars, gave lectures at Agency, program, and team level about DSM5, PTSD, and other subjects
 Jul 1977 - Sept 1984 Taught medical students at Columbia University and Fifth Pathway medical students at The York Hospital of Queens

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name: RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Name of Program: SUBSTANCE USE DISORDER TREATMENT SERVICES INFRASTRUCTURE EXPANSION

BUDGET PERIOD:		SFY 17		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Peter Evers	President/CEO	\$204,750	1.46%	\$2,993.09
Allan M. Moses	Sr. VP/CFO	\$126,000	2.99%	\$3,767.53
Bret Longgood	Sr. VP/COO	\$126,000	3.32%	\$4,186.14
Oswaldo Evangelista	Medical Director	\$237,000	0.30%	\$708.65
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)				\$11,655.42

Subject: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion (16-DHHS-DCBCS-BDAS-04-04)

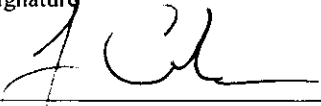
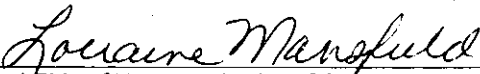
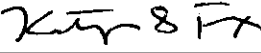
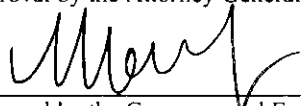
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801-5503	
1.5 Contractor Phone Number (603) 957-5708	1.6 Account Number 05-95-491510-2990	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$457,800
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JASON COLEMAN President, BOD	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>ROCKINGHAM</u> On <u>MAY 17, 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] 		LORRAINE MANSFIELD Justice of the Peace - New Hampshire My Commission Expires February 28, 2017	
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>5/20/16</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>Megan A. Yule - Attorney</u> <u>6/3/16</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

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 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.

2. Scope of Services

- 2.1. The Contractor shall operationalize the Continuum of Care Model by providing services that support the Resiliency and Recovery Oriented Systems of Care (RROSC), which supports person-centered and self-directed approaches to care that build on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness and recovery from alcohol and drug problems.
- 2.2. The Contractor shall expand current substance use disorder (SUD) treatment services available to individuals ages 18 and older who are residing in the Region VIII catchment area as defined by Administrative Rule He-M 425. The Contractor shall:
 - 2.2.1. Expand capacity to provide specialized services for clients experiencing co-occurring disorders.
 - 2.2.2. Expand capacity to provide discreet SUD treatment services for clients requiring individual or group therapy, psychiatric services, and recovery support case management services.
 - 2.2.3. Expand meeting space capacity for support groups that include, but are not limited to, Alcoholics Anonymous (AA), Narcotics Anonymous (Nar-Anon or NA), and Heroin Anonymous (HA).
 - 2.2.4. Introduce new medically assisted treatment services, as appropriate.
 - 2.2.5. Deliver specialized recovery support services in the Portsmouth and Exeter offices to provide clients and clinicians with recovery coaches and peer supports who can assist clients achieve and sustain recovery with resource provisions available to support life domains, that include but are not limited to:
 - 2.2.5.1. Sober housing.
 - 2.2.5.2. Assistance with employment.
 - 2.2.5.3. Assistance with finances.
 - 2.2.5.4. Assistance with relationships.

**New Hampshire Department of Health and Human Services
Substance Use Disorder (SUD) Treatment Services
Infrastructure Expansion**



Exhibit A

-
- 2.2.6. Provide specialized training for approximately sixty (60) clinical staff.
 - 2.2.7. Conduct health promotion activities to build awareness about available addiction recovery services and supports in the community;
 - 2.3. The Contractor shall provide innovative programs that assist individuals or groups of individuals with achieving treatment objectives through programs that integrate SUD treatment and recovery support services with other services, which may include physical and mental health services that include but are not limited to:
 - 2.3.1. Implementing a discreet SUD treatment team comprised of clinical staff trained in the ASAM model of care using program materials and software to assure best practices which lead to the creation of comprehensive and individualized treatment plans developed through a multi-dimensional patient assessment that includes but is not limited to:
 - 2.3.1.1. Accessing medically assisted treatment for individuals with primary SUD, as necessary.
 - 2.3.1.2. Certifying a minimum of two (2) staff psychiatrists to prescribe Suboxone.
 - 2.3.2. Utilizing the evidence based Matrix Model, which is a federally recognized model for SUD treatment that:
 - 2.3.2.1. Integrates therapies and supports that include but are not limited to:
 - 2.3.2.1.1. Cognitive behavioral.
 - 2.3.2.1.2. Motivation enhancement.
 - 2.3.2.1.3. Couples and family therapy.
 - 2.3.2.1.4. Individual supportive/expressive psychotherapy.
 - 2.3.2.1.5. Psychoeducation.
 - 2.3.2.1.6. Twelve step facilitation.
 - 2.3.2.1.7. Group therapy.
 - 2.3.2.1.8. Social supports.
 - 2.3.2.2. Covers six key clinical areas of:
 - 2.3.2.2.1. Individual/conjoint therapy.
 - 2.3.2.2.2. Early recovery.
 - 2.3.2.2.3. Relapse prevention.
 - 2.3.2.2.4. Family education.
 - 2.3.2.2.5. Social support.



Exhibit A

- 2.3.2.2.6. Urine testing.
- 2.3.3. Implementing evidenced based practices of Integrated Treatment for Co-Occurring Disorders (ITCOD) methods within adult service clinical treatment teams led by a consultant with expertise in:
 - 2.3.3.1. Training.
 - 2.3.3.2. Consultation.
 - 2.3.3.3. Fidelity assessment.
- 2.4. The Contractor shall ensure services include ongoing monitoring and quality improvement activities to ensure the standard of care for clients continuously improves. The Contractor shall:
 - 2.4.1. Participate in an ITCOD program site visit to observe operations of a mature program and gain knowledge of best practices.
 - 2.4.2. Secure consulting services to assist staff develop ITCOD:
 - 2.4.2.1. Program policies and procedures.
 - 2.4.2.2. Job descriptions.
 - 2.4.2.3. Program supervisory skills.
 - 2.4.2.4. Documentation practices and strategies.
 - 2.4.3. Secure fidelity consultation six (6) months post-implementation to evaluate alignment of service delivery with ITCOD guidelines at a high-level, and adjust the program and staff training, as necessary.
 - 2.4.4. Secure fidelity consultation after one-year of the ITCOD program for formal evaluation and follow-through as appropriate.
 - 2.4.5. Convene clinical and administrative staff meetings on a monthly basis to review and enhance program policies and services.
 - 2.4.6. Utilize electronic health records to monitor client services, medical prescriber protocols, and program compliance in real time.

3. Staffing

- 3.1. The Contractor shall expand current services by hiring additional staff to provide services, which shall include, but not be limited to:
 - 3.1.1. Team Leader (1.0 FTE).
 - 3.1.2. Psychiatrist (.5 FTE).
 - 3.1.3. MLADC Therapists (3.0 FTE).
 - 3.1.4. Masters Licensed Therapists (2.0 FTE).
 - 3.1.5. Masters Non-Licensed Therapist (2.0 FTE).

**New Hampshire Department of Health and Human Services
Substance Use Disorder (SUD) Treatment Services
Infrastructure Expansion**



Exhibit A

- 3.1.6. Recovery Support Case Manager (1.0 FTE).
- 3.1.7. Medical Assistant (.4 FTE).
- 3.1.8. Program Administrative Assistant (.4 FTE).
- 3.2. The Contractor shall provide staff training, development and education opportunities that include, but are not limited to:
 - 3.2.1. In-person and web-based trainings available from the National Council for Behavioral Health and Addiction services.
 - 3.2.2. ITCOD training for clinical staff over the course of two and one-half (2-1/2) days, which shall include:
 - 3.2.2.1. Day 1 - Awareness and education of the super-sensitivity model and stress vulnerability model which include education about:
 - 3.2.2.1.1. Co-occurring disorders.
 - 3.2.2.1.2. Reasons for substance misuse.
 - 3.2.2.1.3. The need for multiple interventions.
 - 3.2.2.1.4. Importance of group services and structured activities.
 - 3.2.2.1.5. Concepts of stage-wise interventions.
 - 3.2.2.2. Day 2 – Introduction to motivational strategies and specific stage-wise interventions and skills, including relapse prevention planning supplemented with skill training exercises and case examples; and
 - 3.2.2.3. Day 3 - Specialized intensive training for five (5) integrated treatment specialists identified as the co-occurring specialists for clinical teams.
 - 3.2.3. Motivational interviewing training and cognitive behavioral therapy assessment tools training.
 - 3.2.4. Certified continuing education training programs that enable staff to maintain licensure.
- 3.3. The Contractor shall ensure ongoing supervision of all staff at regular intervals, including:
 - 3.3.1. Introductory and annual performance evaluations.
 - 3.3.2. Individual and group staff meetings with supervisors.



Exhibit A

4. Reporting

- 4.1. The Contractor shall provide monthly reports to the Department, detailing implementation progress and program outcomes. The Contractor shall:
 - 4.1.1. Provide narrative, electronic reports to the Department that include but are not limited to, information on:
 - 4.1.1.1. Initial staffing updates.
 - 4.1.1.2. Staff training updates.
 - 4.1.1.3. Any barriers or challenges to timely program implementation.
 - 4.1.1.4. Budget to actuals/monthly expenditure of funds.
 - 4.1.1.5. Plan to overcome barriers identified in Section 4.1.1.3 during the following month.

5. Deliverables

- 5.1. The Contractor shall expand capacity to serve an additional 288 clients experiencing co-occurring disorders no later than the contract completion date.
- 5.2. The Contractor shall create a discreet SUD treatment services for clients requiring individual or group therapy, psychiatric services, and recovery support case management services that are available to clients no later than 30 days prior to the contract completion date.
- 5.3. The Contractor shall hire and train staff identified in Section 3, Staffing no later than 6 months after the contract effective date.
- 5.4. The Contractor shall expand meeting space capacity for support groups like Alcoholics Anonymous (AA), Narcotics Anonymous (Nar-Anon or NA), and Heroin Anonymous (HA) no later than 10 months from the contract effective date.

JC
5/17/16



Method and Conditions Precedent to Payment

1. Department access to funding for this project is dependent upon meeting the standards in the Catalog of Federal Domestic Assistance (CFDA) # 93.959 (<https://www.cfda.gov>) U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Block Grants for Prevention and Treatment of Substance Abuse, Substance Abuse Block Grant SABG.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services in accordance with Exhibit B-1, Budget.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided, in accordance with Exhibit B-1 Budgets to expand services in accordance with Exhibit A, Scope of Services.
4. Payment for services shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices for reimbursement of actual costs incurred for the previous month.
 - 4.2. Invoices identified in Section 4.1 must be submitted to:

Financial Manager
NH Department of Health and Human Services
Bureau of Drug and Alcohol Services
129 Pleasant St.
Concord, NH 03301
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
5. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services.
6. A final payment request shall be submitted no later than forty-five (45) days after the Contract ends. Failure to submit the invoice, and accompanying documentation could result in nonpayment.
7. 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.
8. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to transferring amounts between budget line items in Exhibit B-1, Budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

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

Bidder/Program Name: Seacoast Mental Health Center, Inc

Budget Request for: Substance Use Disorder (SUD) Treatment Services Infrastructure Expansion

Budget Period: July 1, 2016 - June 30, 2017

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHHS contract share		
	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total	Direct Incremental	Indirect Fixed	Total
1. Total Salary/Wages	\$ 840,954.00	\$ 82,844.00	\$ 923,798.00	\$ 389,110.00	\$ 82,844.00	\$ 471,954.00	\$ 251,844.00	\$ -	\$ 251,844.00
2. Employee Benefits	\$ 214,484.00	\$ 11,223.00	\$ 225,707.00	\$ 114,603.00	\$ 11,223.00	\$ 125,826.00	\$ 99,861.00	\$ -	\$ 99,861.00
3. Consultants	\$ 18,180.00	\$ 2,808.00	\$ 20,988.00	\$ -	\$ 2,808.00	\$ 2,808.00	\$ 18,180.00	\$ -	\$ 18,180.00
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ 7,380.00	\$ 2,808.00	\$ 10,188.00	\$ 3,678.00	\$ 2,808.00	\$ 6,486.00	\$ 3,404.00	\$ -	\$ 3,404.00
Repair and Maintenance	\$ 700.00	\$ 300.00	\$ 1,000.00	\$ 377.00	\$ 300.00	\$ 677.00	\$ 323.00	\$ -	\$ 323.00
Purchase/Depreciation	\$ 7,470.00	\$ 550.00	\$ 8,020.00	\$ 1,330.00	\$ 550.00	\$ 1,880.00	\$ 5,140.00	\$ -	\$ 5,140.00
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 1,050.00	\$ -	\$ 1,050.00	\$ -	\$ -	\$ -	\$ 1,050.00	\$ -	\$ 1,050.00
Office	\$ 2,575.00	\$ 842.00	\$ 3,417.00	\$ -	\$ 842.00	\$ 842.00	\$ 2,575.00	\$ -	\$ 2,575.00
6. Travel	\$ 1,500.00	\$ 468.00	\$ 1,968.00	\$ 808.00	\$ 468.00	\$ 1,276.00	\$ 692.00	\$ -	\$ 692.00
7. Occupancy	\$ 45,575.00	\$ 4,878.00	\$ 50,453.00	\$ -	\$ 4,878.00	\$ 4,878.00	\$ 45,575.00	\$ -	\$ 45,575.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 13,315.00	\$ 935.00	\$ 14,250.00	\$ 7,172.00	\$ 935.00	\$ 8,107.00	\$ 6,143.00	\$ -	\$ 6,143.00
Postage	\$ 850.00	\$ -	\$ 850.00	\$ 458.00	\$ -	\$ 458.00	\$ 392.00	\$ -	\$ 392.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 3,850.00	\$ 3,180.00	\$ 7,030.00	\$ 3,850.00	\$ 3,180.00	\$ 7,030.00	\$ -	\$ -	\$ -
Insurance	\$ 9,854.00	\$ 1,561.00	\$ 11,415.00	\$ 3,629.00	\$ 1,561.00	\$ 5,190.00	\$ 6,225.00	\$ -	\$ 6,225.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 11,811.00	\$ 1,208.00	\$ 13,019.00	\$ 2,853.00	\$ 1,208.00	\$ 4,061.00	\$ 8,958.00	\$ -	\$ 8,958.00
10. Marketing/Communications	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00	\$ -	\$ 3,000.00
11. Staff Education and Training	\$ 3,718.00	\$ -	\$ 3,718.00	\$ -	\$ -	\$ -	\$ 3,718.00	\$ -	\$ 3,718.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 886,066.00	\$ 93,258.00	\$ 979,324.00	\$ 528,266.00	\$ 83,258.00	\$ 611,524.00	\$ 457,800.00	\$ -	\$ 457,800.00

Contractor Initials: *JR*
Date: 5/17/16



SPECIAL PROVISIONS

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

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

JR
5/17/16



- 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.

[Handwritten Signature]
5/17/14



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.

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5/17/14



REVISIONS TO GENERAL PROVISIONS

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

jk
5/17/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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5/17/16

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: SEACOAST MENTAL
HEALTH CENTER, INC

5/17/16
Date

JCh
Name: JASON COLEMAN
Title: PRESIDENT, BOD



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: SEACOAST MENTAL HEALTH CENTER, INC

5/17/16
Date

JCh
Name: JASON COLEMAN
Title: PRESIDENT, BOB

Contractor Initials Jc
Date 5/17/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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5/17/14



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: SEACOAST MENTAL HEALTH CENTER, INC

5/12/16
Date

JCh
Name: JASON COLEMAN
Title: PRESIDENT, BUD

Contractor Initials Jc
Date 5/17/16



**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

Jc

Date

5/17/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: SEACOAST MENTAL HEALTH CENTER, INC

5/17/16
Date

JCh
Name: JASON COLEMAN
Title: PRESIDENT, BOB

Exhibit G

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

Contractor Initials JCh

Date 5/17/16



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: SEACOAST MENTAL HEALTH CENTER, INC

5/17/16
Date

JCh
Name: JASON COLEMAN
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

- 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



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

[Handwritten Signature]
5/17/16



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

JC
5/17/16



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.

J
Date 5/17/16



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.

<p>_____ The State</p> <p><u>Katja S. Fox</u> Signature of Authorized Representative</p> <p><u>Katja S. Fox</u> Name of Authorized Representative</p> <p><u>Director</u> Title of Authorized Representative</p> <p><u>5/20/16</u> Date</p>	<p><u>SEACOAST MENTAL HEALTH CENTER, INC</u> Name of the Contractor</p> <p><u>JCh</u> Signature of Authorized Representative</p> <p><u>JASON COLEMAN</u> Name of Authorized Representative</p> <p><u>PRESIDENT, BOD</u> Title of Authorized Representative</p> <p><u>5/17/16</u> Date</p>
--	---



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: SEACOAST MENTAL HEALTH CENTER, INC

5/17/16
Date

JCh
Name: JASON COLEMAN
Title: PRESIDENT, BOB

Contractor Initials JCh
Date 5/17/16



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: 188996185
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 X 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: _____

JC
5/17/10

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire nonprofit corporation formed January 21, 1963. 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 13th 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, Paul Sorli, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Seacoast Mental Health Center, INC
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on MAY 17, 2016:
(Date)

RESOLVED: That the 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 17 day of MAY, 2016.
(Date Contract Signed)

4. Jason Coleman is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of ROCKINGHAM

The forgoing instrument was acknowledged before me this MAY day of 17, 2016.

By Paul Sorli
(Name of Elected Officer of the Agency)

Lorraine Mansfield
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____

LORRAINE MANSFIELD
Justice of the Peace - New Hampshire
My Commission Expires February 28, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2016

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).

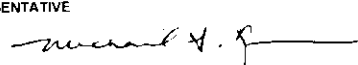
PRODUCER Fred C. Church, Inc 41 Wellman Street Lowell, MA 01851 (800) 225-1865	CONTACT NAME: Jennifer Norton		
	PHONE (A/C, No, Ext): 978 3227255	FAX (A/C, No): (978) 454-1865	
E-MAIL ADDRESS: jnorton@fredchurch.com			
INSURED Seacoast Mental Health, Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth, NH 03801	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B: Wesco Insurance Company		25011
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 57182 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1300445	3/1/2016	3/1/2017	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"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Collision Ded. \$5			PHPK1300445	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB491269	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WVC3185379	3/1/2016	3/1/2017	WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1300445	3/1/2016	3/1/2017	Professional Liability Limit \$1,000,000 per occurrence \$3,000,000 annual aggregate

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

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	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 
---	--

SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2015

Seacoast Mental Health Center, Inc.
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June 30, 2015

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Kittell Branagan & Sargent

Certified Public Accountants

Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2015, and the related statement of activities 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 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 Mental Health Center, Inc. as of June 30, 2015, 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 audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 10 through 13 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 audits 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 statement 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.

Kithell Branagan & Sargent

St. Albans, Vermont
August 18, 2015

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2015

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 1,573,183
Restricted cash	12,974
Accounts receivable (net of \$440,000 allowance)	839,154
Prepaid expenses	<u>181,234</u>

TOTAL CURRENT ASSETS 2,606,545

PROPERTY AND EQUIPMENT - NET 36,200

TOTAL ASSETS \$ 2,642,745

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 95,986
Deferred income	51,755
Accrued vacation	118,436
Accrued expenses	<u>243,596</u>

TOTAL CURRENT LIABILITIES 509,773

NET ASSETS

Unrestricted Net Assets 2,132,972

TOTAL LIABILITIES AND NET ASSETS \$ 2,642,745

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
 STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
 For the Year Ended June 30, 2015

PUBLIC SUPPORT AND REVENUES

Public support -	
Federal	\$ 277,873
State of New Hampshire - BBH	742,821
Other public support	613,920
Total Public Support	<u>1,634,614</u>
Revenues -	
Program service fees	9,268,365
Rental income	93,639
Interest Income	5,260
Other revenue	126,769
Total Revenues	<u>9,494,033</u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>11,128,647</u>

OPERATING XPENSES

BBH funded program services -	
Children services	3,404,129
Emergency services	846,947
Vocational services	222,292
Adult services	3,916,175
Act Team	1,070,188
Fairweather Lodge	602,405
Springbrook	36,953
Drug Court	139,505
REAP	269,090
Non-DMH funded program services	<u>17,550</u>
TOTAL EXPENSES	<u>10,525,234</u>

INCREASE IN NET ASSETS	603,413
NET ASSETS, beginning	<u>1,529,559</u>
NET ASSETS, ending	<u>\$ 2,132,972</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2015

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 603,413
Adjustments to reconcile to net cash provided by operations:	
Depreciation	20,705
(Increase) decrease in:	
Accounts receivable - trade	158,063
Prepaid expenses	(10,839)
Restricted cash	(12,974)
Increase (decrease) in:	
Accounts payable & accrued liabilities	81,608
Deferred income	<u>31,030</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES 871,006

CASH FLOWS FROM INVESTING ACTIVITIES

Purchases of property and equipment (24,223)

NET INCREASE IN CASH 846,783

CASH AT BEGINNING OF YEAR 726,400

CASH AT END OF YEAR \$ 1,573,183

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2012, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related Organizations

The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

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

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During 2015, the Center decreased its estimate in the allowance for doubtful accounts to \$440,000 as of June 30, 2015 from \$500,000 as of June 30, 2014. This was a result of self-pay patient accounts receivable decreasing to \$268,237 as of June 30, 2015 from \$334,607 as of June 30, 2014 and Medicaid accounts receivable decreasing to \$419,902 as of June 30, 2015 from \$767,963 as of June 30, 2014.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2015 totaled \$9,268,365, of which \$8,806,825 was revenue from third-party payors and \$461,540 was revenue from self-pay clients.

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 78% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2015. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 268,237
Insurance companies	199,959
Medicaid receivable	419,902
Medicare receivable	196,292
	1,084,390
Allowance for doubtful accounts	(440,000)
	644,390

ACCOUNTS RECEIVABLE - OTHER

Cenpatico	132,851
Dartmouth	5,000
Drug Court	55,613
Lamprey Healthcare	500
UNH	800
	194,764

TOTAL ACCOUNTS RECEIVABLE	\$ <u>839,154</u>
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Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 4 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Computer equipment	\$ 338,694
Furniture, fixtures and equipment	<u>1,059,235</u>
	1,397,929
Accumulated Depreciation	<u>(1,361,729)</u>
 Net Book Value	 <u>\$ 36,200</u>

NOTE 5 DEFERRED INCOME

Collaborative Training	\$ 16,444
Healthcare Gives	18,400
Seacoast Half Marathon	<u>16,911</u>
 TOTAL	 <u>\$ 51,755</u>

NOTE 6 LINE OF CREDIT

As of June 30, 2015, the Center had available a line of credit from a bank with an upper limit of \$500,000. At that date, \$-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. This line of credit expires on September 12, 2015.

NOTE 7 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2015, the Center collected \$72,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2015 \$-0- had been borrowed against the line of credit and the interest rate was 4.25%. During the year ended June 30, 2015 \$-0- was paid to the Resource Group in interest related to this line of credit.

The Center guarantees mortgages totaling \$629,988 for the Resource Group as of June 30, 2015.

Operating Leases

During the year ended June 30, 2015, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was \$369,648 and \$96,452, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$466,100. The annual rates of rents are revisited on an annual basis.

Seacoast Mental Health Center, Inc.
 NOTES TO FINANCIAL STATEMENTS
 June 30, 2015

NOTE 8 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2015, contribution of \$93,369 were made by the Center to the plan.

NOTE 9 COMMITMENTS AND CONTINGENCIES

The Center has entered into a subscription agreement with a software vendor and is obligated to pay \$5,950 per month through November 21, 2015 in exchange for software subscription services.

NOTE 10 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2014 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC	\$ 250,000	\$ 250,000
Uninsured/Collateralized*	1,336,157	1,477,624
	\$ 1,586,157	\$ 1,727,624

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

* The Center has entered into a sweep agreement which invests all excess cash in a portfolio which contains short-term securities issued or guaranteed by the U.S. Government. Including in cash as of as of June 30, 2015 is \$1,447,624 invested in treasury bills. These funds are not considered deposits of the bank therefore they are not covered by FDIC insurance.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2015 is as follows:

Due from clients	25 %
Insurance companies	18
Medicaid	39
Medicare	18
	100 %

Seacoast Mental Health Center, Inc.
NOTES TO FINANCIAL STATEMENTS
June 30, 2015

NOTE 11 RESTRICTED CASH

At June 30, 2015, the Center had funds on deposit which were required to be maintained in a separate depository account and specifically restricted to the following use:

Maintenance of Effort Reserve	\$ 8,961
Section 125 Account	<u> 4,013</u>
	<u>\$ 12,974</u>

Included in accrued expenses as of June 30, 2015 is a liability equal to the maintenance of effort reserve balance.

NOTE 12 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through August 18, 2015, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2015, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2015

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 334,607	\$ 1,351,859	\$ (890,319)	\$ (527,910)	\$ 268,237
BLUE CROSS / BLUE SHIELD	38,414	450,951	(149,832)	(299,886)	39,647
MEDICAID	767,963	8,469,189	(1,266,086)	(7,551,164)	419,902
MEDICARE	128,611	1,203,077	(598,414)	(536,982)	196,292
OTHER INSURANCE	167,185	1,104,913	(406,973)	(704,813)	160,312
ALLOWANCE FOR UNCOLLECTIBLES	<u>(500,000)</u>	-	<u>60,000</u>	-	<u>(440,000)</u>
TOTAL	<u>\$ 936,780</u>	<u>\$ 12,579,989</u>	<u>\$ (3,251,624)</u>	<u>\$ (9,620,755)</u>	<u>\$ 644,390</u>

Seacoast Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES AND RECEIVABLES
 For the Year Ended June 30, 2015

	<u>Receivable From BBH Beginning of Year</u>	<u>BBH Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable From BBH End of Year</u>
CONTRACT YEAR, June 30, 2015	\$ -	\$ 742,821	\$ (742,821)	\$ -

Analysis of Receipts:

<u>Date of Receipt</u>	<u>Amount</u>
08/28/14	\$ 216,456
09/23/14	53,402
99/23/14	10,656
10/29/14	11,264
11/12/14	53,402
11/21/14	64,658
12/31/14	53,402
12/22/14	11,169
01/27/15	64,622
2/199/15	9,087
02/27/15	64,441
03/24/15	24,473
04/06/15	73,344
04/29/15	8,988
05/08/15	53,402
05/26/15	45,779
06/01/15	53,399
06/09/15	8,515
06/09/15	30,801
06/22/15	2,312
06/24/15	69,295
Less: Federal Monies	<u>(240,046)</u>
	<u>\$ 742,821</u>

Seacoast Mental Health Center, Inc.
 STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
 For the Year Ended June 30, 2015

	Total Agency	Admin.	Total Programs	Children	Emergency Services
Program Service Fees:					
Net Client Fee	\$ 461,540	\$ -	\$ 461,540	\$ 197,694	\$ 15,714
Blue Cross/Blue Shield	301,119	-	301,119	115,830	10,640
Medicaid	7,203,103	-	7,203,103	3,546,782	31,835
Medicare	604,663	-	604,663	(3,932)	(380)
Other Insurance	697,940	-	697,940	375,550	29,208
Public Support - Other:					
United Way	10,000	-	10,000	-	-
Local/County Government	186,593	-	186,593	-	-
Donations/Contributions	38,595	21,192	17,403	100	-
Other Public Support	378,253	-	378,253	24,304	161,022
DPHS (DADAPR)	63,000	-	63,000	-	-
DCYF	479	-	479	479	-
Federal Funding:					
Block Grants	5,750	-	5,750	-	-
HUD Grant	13,918	-	13,918	-	-
Other Federal Grants	170,205	-	170,205	1,156	-
PATH	25,000	-	25,000	-	-
BBH					
Community Mental Health	742,821	-	742,821	-	377,821
Rental Income	93,639	16,127	77,512	-	-
Other Revenues	126,769	77,344	49,425	14,822	217
Interest Income	5,260	5,260	-	-	-
	<u>11,128,647</u>	<u>119,923</u>	<u>11,008,724</u>	<u>4,272,785</u>	<u>626,077</u>
Administration	-	(119,923)	119,923	48,278	7,185
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 11,128,647</u>	<u>\$ -</u>	<u>\$ 11,128,647</u>	<u>\$ 4,321,063</u>	<u>\$ 633,262</u>

Vocational Services	Adult Services	Act Team	Fairweather Lodges	Springbrook	Drug Court	REAP	Other Non/BBH
\$ (3,206)	\$ 247,162	\$ 686	\$ 120	\$ -	\$ 3,370	\$ -	\$ -
-	173,163	1,486	-	-	-	-	-
155,213	2,566,706	571,428	330,594	-	545	-	-
-	564,599	44,320	56	-	-	-	-
-	289,415	4,427	(660)	-	-	-	-
-	10,000	-	-	-	-	-	-
-	64,980	-	-	-	121,613	-	-
-	1,500	-	-	-	-	-	15,803
-	91,570	-	-	-	25,781	55,000	20,576
-	-	-	-	-	-	63,000	-
-	-	-	-	-	-	-	-
-	5,750	-	-	-	-	-	-
-	-	-	-	13,918	-	-	-
-	134,049	-	-	-	-	35,000	-
-	25,000	-	-	-	-	-	-
-	-	225,000	-	-	-	140,000	-
-	-	-	60,724	16,788	-	-	-
83	29,379	206	4,111	552	36	19	-
-	-	-	-	-	-	-	-
152,090	4,203,273	847,553	394,945	31,258	151,345	293,019	36,379
1,750	48,100	9,727	4,525	358	-	-	-
<u>\$ 153,840</u>	<u>\$ 4,251,373</u>	<u>\$ 857,280</u>	<u>\$ 399,470</u>	<u>\$ 31,616</u>	<u>\$ 151,345</u>	<u>\$ 293,019</u>	<u>\$ 36,379</u>

Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2015

	Total Agency	Admin.	Total Programs	Children	Emergency Services
Personnel Costs:					
Salary and wages	\$ 7,168,979	\$ 757,416	\$ 6,411,563	\$ 2,110,053	\$ 601,868
Employee benefits	890,735	106,879	783,856	259,543	35,930
Payroll Taxes	508,133	52,059	456,074	149,420	43,174
Professional Fees:					
Accounting/audit fees	28,278	23,610	4,668	1,007	164
Legal fees	27,249	14,731	12,518	-	-
Other professional fees	319,389	26,678	292,711	37,230	5,988
Staff Devel. & Training:					
Journals & publications	2,116	565	1,551	388	51
In-Service training	125	125	-	-	-
Conferences & conventions	16,761	3,362	13,399	4,226	47
Other Staff Development	13,600	1,510	12,090	6,190	1,110
Occupancy costs:					
Rent	370,488	30,177	340,311	110,754	17,177
Other Utilities	106,845	8,039	98,806	29,280	4,576
Maintenance & repairs	98,335	7,471	90,864	27,783	4,263
Taxes	8,074	-	8,074	-	-
Consumable Supplies:					
Office	18,806	1,237	17,569	5,871	923
Building/household	31,491	2,157	29,334	8,059	1,228
Food	38,248	701	37,547	3,314	542
Medical	11,599	343	11,256	7,068	385
Other	66,513	4,098	62,415	18,603	2,897
Depreciation	20,705	1,621	19,084	6,871	1,119
Equipment rental	68,413	5,021	63,392	21,510	3,481
Equipment maintenance	4,762	-	4,762	129	-
Advertising	8,997	1,014	7,983	3,182	277
Printing	11,934	772	11,162	4,070	540
Telephone/communications	154,088	12,313	141,775	44,552	19,611
Postage/shipping	16,387	1,347	15,040	5,341	872
Transportation:					
Staff	281,571	14,277	267,294	116,981	5,098
Clients	19,388	-	19,388	2,935	-
Assist to Individuals:					
Client services	6,246	-	6,246	428	-
Insurance:					
Malpractice/bonding	52,241	-	52,241	16,085	1,102
Vehicles	2,978	-	2,978	447	-
Comp. Property/liability	88,101	6,693	81,408	28,669	4,680
Membership Dues	56,601	28,433	28,168	7,602	45
Other Expenditures	7,058	1,450	5,608	5,608	-
Interest Expense	-	-	-	-	-
	<u>10,525,234</u>	<u>1,114,099</u>	<u>9,411,135</u>	<u>3,043,199</u>	<u>757,148</u>
Admin. Allocation	-	(1,114,099)	1,114,099	360,930	89,799
TOTAL PROGRAM EXPENSES	<u>\$ 10,525,234</u>	<u>\$ -</u>	<u>\$ 10,525,234</u>	<u>\$ 3,404,129</u>	<u>\$ 846,947</u>

Vocational Services	Adult Services	Act Team	Fairweather Lodges	Springbrook	Drug Court	REAP	Other Non/BBH
\$ 124,404	\$ 2,465,465	\$ 654,261	\$ 318,778	\$ 4,012	\$ 99,623	\$ 33,099	\$ -
27,168	309,001	94,463	51,631	246	4,157	1,717	-
8,809	175,334	45,741	23,212	308	7,576	2,500	-
67	1,034	2,140	203	2	38	13	-
-	-	12,518	-	-	-	-	-
2,435	27,230	10,956	7,392	77	1,382	196,790	3,231
21	319	76	358	1	12	4	321
-	-	-	-	-	-	-	-
-	3,646	625	-	-	-	-	4,855
186	3,074	687	644	6	106	37	50
6,517	146,374	14,671	40,473	134	2,674	1,537	-
1,736	38,992	3,908	12,316	6,877	712	409	-
1,619	36,199	3,680	14,926	1,345	668	381	-
-	-	-	-	8,074	-	-	-
352	6,264	2,040	1,453	11	315	93	247
499	8,222	4,946	4,632	92	284	439	933
267	3,902	763	21,505	6	113	901	6,234
97	2,538	787	304	3	55	19	-
1,165	22,215	12,937	3,537	37	661	231	132
453	7,179	1,640	1,320	158	253	91	-
1,412	22,181	5,149	8,489	44	794	332	-
-	129	-	4,504	-	-	-	-
113	3,477	417	342	4	64	22	85
219	3,479	812	811	151	124	129	827
3,710	52,694	16,357	3,429	42	849	531	-
355	5,483	1,311	1,076	11	201	90	300
15,202	75,946	47,477	3,778	14	1,960	814	24
-	9,707	1,168	5,578	-	-	-	-
-	913	3,900	-	-	1,005	-	-
-	29,304	5,750	-	-	-	-	-
-	372	372	1,787	-	-	-	-
1,903	29,431	7,036	5,777	2,455	1,080	377	-
14	10,850	131	279	8,925	8	3	311
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
198,723	3,500,954	956,719	538,534	33,035	124,714	240,559	17,550
23,569	415,221	113,469	63,871	3,918	14,791	28,531	-
<u>\$ 222,292</u>	<u>\$ 3,916,175</u>	<u>\$ 1,070,188</u>	<u>\$ 602,405</u>	<u>\$ 36,953</u>	<u>\$ 139,505</u>	<u>\$ 269,090</u>	<u>\$ 17,550</u>

Seacoast Mental Health Center, Inc.

Board of Directors Listing

<i>First</i>	<i>Last</i>	<i>Term Begin</i>	<i>Term End</i>	<i>Officer</i>	<i>Committees</i>
Jason	Coleman	Feb-03	Feb-18	President	Audit/Finance Board Governance/Nomination Development Facilities
Monica	Kieser	Jan-12	Jan-18	Vice President	Audit/Finance Chair - Board Governance/Nomination Facilities
John	Pendleton	Feb-06	Feb-18	Treasurer	Chair -Audit/Finance Board Governance/Nomination Chair - Development
Paul	Sorli	Feb-00	Feb-18	Secretary	Audit/Finance Chair - Facilities
Timothy	Black	Jan-12	Jan-18	N/A	Development
Susan	Craig	Jan-13	Jan-19	N/A	Nominating
Kathleen	Dwyer	Aug-13	Aug-16		None
Kimberly	Hyer	Apr-97	Jun-17	N/A	Facilities
Lindsay	Josephs	Jan-13	Jan-19	N/A	Board Governance/Nomination Development/tenative
Lillian	Kirkland Kann	Mar-15	Mar-18		Development
Erin	Lawson	Jan 2016 unless can attend sooner	Jan-19	N/A	Development
Ed	Miller	Apr-12	Apr-18	N/A	Audit/Finance
Ned	Raynolds	May-14	May-17		None
Nike	Speltz	Apr-04	Apr-19		Audit/Finance Board Governance/Nomination
Robert	Stomicrosky	Aug-94	Aug-16	N/A	Development Facilities
Tammy	Strain	Sep-15	Sep-18	N/A	Development

Geraldine A. Couture

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 - April 2002
Interim Director of Child Adolescent and Family Services, November 2000 -
Compliance Officer

Oversee fiscal and administrative functions of large community mental health center.
Coordinate development and monitoring of annual budget and state contract.
Facilitate ongoing development of team model Child, Adolescent and Family Services
Department including direct supervision of management staff, regional planning and inter-
agency collaboration.

Chair: Compliance Committee.

Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH
Business Manager, December 1991 - March 1993

Assistant Business Manager, January 1991 - December 1991

Accounts Receivable Manager, August 1987 - January 1991

Actively oversee daily operations of Accounts Receivable Department in a community mental
health center.

Participate in development and monitoring of annual budget and contract with the New
Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986
Provided administrative support services to the Director of the Community Support
Program.

Fradco Holdings, Inc., Greensburg, PA
President, June 1984 - April 1986

Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH
Master of Health Administration, May 2001.

University of New Hampshire, Durhani, NH
Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies,
May 1984

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

Linda S. Every

EMPLOYMENT:

2002-Present: Associate Director, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave, Portsmouth, NH 03801. Responsible for fiscal and administrative functions; Oversee development of annual budget and contract; Monitor and ensure proper financial controls are in place. Supervision of Management Staff. Member: Personnel, Compliance, and Quality Improvement Committees.

1993-2002: Business Office Manager, Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue, Portsmouth, NH 03801. Responsible for all the accounting functions, non-client Accounts Receivable, Accounts Payable, Payroll and Purchasing. Duties include supervision and annual appraisal of accounting staff; preparation and analysis of financial statements; grants management; cash management; and coordinating the annual financial audit; prepare financial reports for various funding sources; Write and review policies and procedures as they pertain to the business functions. Ensure proper accounting controls are in place.

1989-1993: Promoted to Business Office Manager, Seacoast Mental Health Center Inc., 1145 Sagamore Ave., Portsmouth, NH 03801. Responsible for Accounts Payable, Payroll, Purchasing, non-client Accounts Receivable. Assisted with preparation of financial statements, and year end audit. Participated in the selection of new computer system, both hardware and software, and the implementation of that system. Provided backup up for the computer department.

1986-1989: Accountant, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave., Portsmouth, NH 03801, Responsible for processing semimonthly Payroll and Accounts payable. Prepared daily deposits, maintained fixed assets, posted all non-client cash receipts. Streamlined the accounts payable process. Assisted with month end close.

1985-1986: Accountant, G&M Construction Corporation. 205 Lafayette Rd., North Hampton, NH. Responsible for processing Accounts Payable, Accounts Receivable, Payroll, Job Costing and Equipment Charges. Verified accuracy of financial information.

1984-1985: Accounts Payable/Payroll Clerk, Griffin Construction Company Inc., PO Box 149 Portsmouth, NH. Responsible for verifying and processing all incoming invoices, processed weekly-computerized payroll for 60 employees. Assisted in preparing audit work papers.

EDUCATION:

Bachelors Degree, June 1989, in Business administration. New Hampshire College, Greenleaf Ave.

Portsmouth, NH 03801.

Associate Degree, August 1983, in Accounting and Business Management, McIntosh College,
Cataract Ave. Dover, NH 03820.

MEMBERSHIPS:

Member Institute of Management Accountants.

REFERENCES: Available on request

PATRICIA A. DRISCOLL, LICSW



WORK HISTORY

Jun 2008 **Senior Clinician**
to *Amesbury Psychological Center, Inc.*
Present *24 Morrill Place Amesbury, MA 01913*

Provide outpatient mental health and substance abuse treatment to adolescents and adults with a range of severity of symptoms; assist the Center Director with clinical and administrative duties.

- Function as the Multi-Disciplinary Treatment Team Chairperson with duties including: development and monitoring of internal audit and quality assurance systems; oversee all preparation for external audits; ensure compliance with all regulatory requirements
- Supervise other masters level clinicians
- Assist the Center Director with administrative duties including facilitation of group supervision meeting; coverage in his absence; attendance at off-site conferences/trainings; in-house training of clinical staff; interview and orient new clinical staff
- Function as the Chairperson of the Multi-Disciplinary Treatment Team: developed and oversee internal Quality Assurance review process; ensure compliance with all regulatory requirements; lead all audit preparation activities
- Take the lead in continuous quality improvement activities including evaluating and revising clinical documents; agency policies/procedures and leadership role in a state wide project to standardize clinical documentation; chosen to pilot project to develop full electronic health record

Sep 2004 **Director of Merrimack Valley Services**
to *Bridgewell, Inc.*
May 2008 *Lynnfield, MA*

As a member of the Executive Leadership Team of a large, innovative agency providing a variety of services to adults with mental health issues and developmental disabilities, oversaw all operations of the services in the Merrimack Valley. Services included residential, outpatient, day treatment, supportive living and homeless services.

- Supervised Senior and Middle Management staff responsible to run a total of 20 programs, employing 250 staff
- Managed an annual operating budget of \$12M; negotiated contracts with State Department of Mental Health and Developmental Services
- Responsible for compliance with all internal and external regulatory requirements; participated in quality assurance activities
- Collaborated with State Department of Mental Health and Developmental Services to ensure quality services/treatment for individuals

May 1989 *Master of Social Work*

Sep 1983 **Hobart and William Smith Colleges**
to Geneva, New York 14456
May 1987 *BA in Psychology*

MEMBERSHIPS

National Association of Social Workers

REFERENCES

Will be furnished upon request.

CONTRACTOR NAME
Seacoast Mental Health Center, Inc
Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geradine Couture	Executive Director	\$159,851	0	0
Linda Every	Associate Director	\$100,785	0	0
Patty Driscoll	Adult Services Director	\$ 78,020	0	\$0
Caitlin Miftari	Team Leader	\$ 55,000	33%	\$18,150