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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES

**BUREAU OF HOMELESS AND HOUSING SERVICES**

Nicholas A. Toumpas  
Commissioner

Mary Ann Cooney  
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857  
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April 21, 2014

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

**REQUESTED ACTION**

*100% Federal funds*

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

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

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

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

See attachment for fiscal details and areas served

## **EXPLANATION**

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

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

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

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

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

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

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

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

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

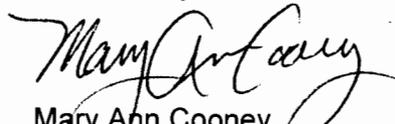
Should Governor and Executive Council determine not to approve this request, rental assistance and supportive services for people who suffer from severe mental illness, chronic problems with alcohol or substance abuse, or AIDS and AIDS-related diseases, and their families who are homeless may not be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

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

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

Source of funds: 100% Federal

Respectfully submitted,

  
Mary Ann Cooney  
Associate Commissioner

Approved by:   
Nicholas A. Toumpas  
Commissioner

Continuum of Care, Shelter Plus Care Program

**Center for Life Management - SPC I (Vendor # 174116-P001)**  
**Area Served: Derry**

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

**Center for Life Management - SPC II (Vendor # 174116-P001)**  
**Area Served: Berlin & Derry**

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

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

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

<b>Total</b>	<b>\$593,876</b>
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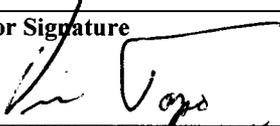
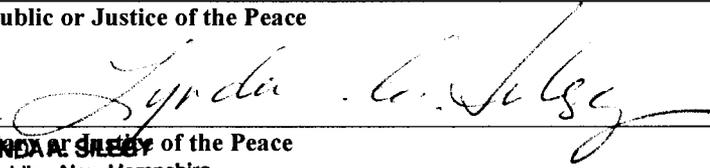
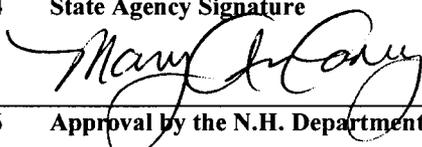
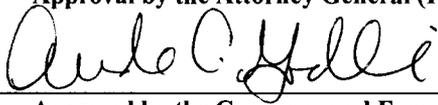
Subject: Continuum of Care Shelter Plus Care Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Center For Life Management		<b>1.4 Contractor Address</b> 10 Tsienneto Road Derry, NH 03038	
<b>1.5 Contractor Phone Number</b> (603) 434-1577	<b>1.6 Account Number</b> 05-95-42-423010-7927 102-500731	<b>1.7 Completion Date</b> August 31, 2015	<b>1.8 Price Limitation</b> \$260,970
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Vic Topo, President / CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Buckingham</u> On <u>4/6/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal] 			
<b>1.13.2 Name and Title of Notary Public or Justice of the Peace</b> <del>LINDA A. SIBLEY</del> Linda A. Sibley Notary Public - New Hampshire My Commission Expires August 19, 2014			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/7/14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
  - 8.1.2 failure to submit any report required hereunder; and/or
  - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
  - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
  - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
  - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

## 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

## 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

SCOPE OF SERVICES

**Shelter Plus Care Program**

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

1. Conditional Nature of Agreement

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

2. Services

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

3. Program Reporting Requirements

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



Exhibit A

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

3.1.2. Other Reports as requested by the State.

3.2. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.

3.3. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

4. Contract Administration

4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.

4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance. The Contractor shall cooperate fully and answer all questions during any periodic or special review of performance, or any inspection of program records or performance.

4.3. The Contractor shall inform BHHS of any staffing changes within 30 days of the change.

4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

5. Financial

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

5.1.1. Rental Subsidies;

5.1.2. Administrative costs

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

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Exhibit A

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

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

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4/16/14



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**Shelter Plus Care Program**

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

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

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

Funds allocation under this agreement for Shelter Plus Care Program;

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

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

  
4/16/14



Exhibit B

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3. USE OF GRANT FUNDS.

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

4. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

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

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**SPECIAL PROVISIONS**

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

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



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

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

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

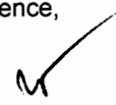
New Hampshire Department of Health and Human Services  
Exhibit C



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

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

Exhibit C – Special Provisions

Contractor Initials 



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

- 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

- 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

- 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

- 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

- 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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

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

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Contractor Initials no  
Date 4/16/14

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

April 16, 2014  
Date

Contractor Name: Center for Life Management

Name: Vic Topo  
Title: President/CEO

Contractor Initials VT  
Date 4/16/14



**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: *Center for Life Management*

*April 16, 2014*  
Date

*Vic Tapa*  
Name: *Vic Tapa*  
Title: *President CEO*

Contractor Initials *LT*  
Date *4/16/14*



**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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4/16/14



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: Center for Life Management

April 16, 2014  
Date

[Signature]  
Name: Vic Topo  
Title: President / CEO

Contractor Initials [Signature]  
Date 4/16/14



**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Center for Life Management

Vic Topo

Name: Vic Topo  
Title: President ICEO

April 16, 2014  
Date

Contractor Initials VT  
Date 4/16/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Center for Life Management

April 16, 2014  
Date

[Signature]  
Name: RC Topo  
Title: President / CEO

Contractor Initials [Signature]  
Date 4/16/14



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

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

**Definitions**

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

  
4/16/14



**Use and Disclosure of Protected Health Information**

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
  - 2.1. For the proper management and administration of the Business Associate;
  - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**Obligations and Activities of Business Associate**

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

*[Handwritten Signature]*

*4/16/14*



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

#### Obligations of Covered Entity

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

#### Termination for Cause

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

*W*  
4/16/14



**Miscellaneous**

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Center for Life Management

April 16, 2014  
Date

Vic Togo  
Name: Vic Togo  
Title: President/CEO

State Agency Name:  
NH DHHS

4/28/14  
Date

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



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

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

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

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

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

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

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

Contractor Name: Center for Life Management

Vic Topo

Name: Vic Topo  
Title: President/CEO

April 16, 2014

Date



**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: 083573541
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:

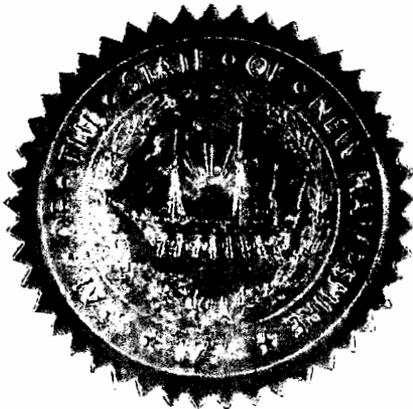
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire trade name registered on June 30, 2003 and that The Mental Health Center for Southern New Hampshire presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Wayne D. White, do hereby certify that:

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/16/2014 (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 16 day of April, 2014. (Date Contract Signed)

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

of the Agency.

Wayne D. White MD  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 16 day of April, 2014.

By Wayne D. White (Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

Commission Expires: LYNDA A. SILEGY  
Notary Public - New Hampshire  
My Commission Expires August 19, 2014



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2013

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:** Sharon Lambert  
**PHONE (A/C, No, Ext):** 978 3227264 **FAX (A/C, No):** (978) 454-1865  
**E-MAIL ADDRESS:** slambert@fredchurch.com

**INSURED**  
The Mental Health Center For Southern N. H. DBA CLM Center For Life Management  
  
10 Tsienneto Road  
Derry, NH 03038

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE, USA	
INSURER B:	Ace American Insurance Company	22667
INSURER C:	New Hampshire Employers Insurance Company	13083
INSURER D:		
INSURER E:		
INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 27308

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
B	GENERAL LIABILITY			SVRD37797649	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GENTL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC				GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY			CALH08613059	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			XOOG25499220005	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 3,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 3,000,000
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			40000840	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> VC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability			CRLG25499268005	10/1/2013	10/1/2014	\$4,000,000 Per Occurrence \$6,000,000 General Aggregate Claims Made Retro Date: 7/1/1986

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

**CERTIFICATE HOLDER**

State of NH Dept Health/Human Services  
Bureau Homeless/Housing Attr: Anne Pocock  
105 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

*Herman P. Latour*

Client # 799 Msl # 27308

Cert Holder # 24204

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



## MISSION STATEMENT

The mission of CLM Center for Life Management is to promote and advance the mental health and emotional well-being of the individuals, families, and organizations within our communities.

---

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

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

**CONSOLIDATED FINANCIAL STATEMENTS**

**For the Year Ended June 30, 2013**

**(With Independent Auditors' Report Thereon)**

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# MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

## INDEPENDENT AUDITORS' REPORT

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

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

We have audited the accompanying consolidated statements of financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2013, and the related consolidated Statement of Activities, Statement of Functional Expenses, and Statement of 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2013, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

### **Other Matters**

#### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated October 1, 2013, on our consideration of The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates' internal control over financial reporting and compliance.

#### Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 - 21 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Melanson, Heath + Company P. C.*  
Nashua, New Hampshire  
October 1, 2013

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statement of Financial Position  
June 30, 2013  
(With Comparative Totals as of June 30, 2012)

ASSETS

	<u>2013</u>	<u>2012</u>
Current Assets:		
Cash and cash equivalents	\$ 429,199	\$ 511,446
Restricted cash	124,439	88,870
Accounts receivable, net	907,893	842,498
Other receivables	141,960	173,951
Prepaid expenses	62,886	54,331
Total Current Assets	<u>1,666,377</u>	<u>1,671,096</u>
Property and equipment, net	4,416,653	4,585,907
Finance costs, net	362,964	380,611
Total Assets	<u>\$ 6,445,994</u>	<u>\$ 6,637,614</u>

LIABILITIES AND NET ASSETS

	<u>2013</u>	<u>2012</u>
Current Liabilities:		
Accounts payable	\$ 76,018	\$ 98,307
Accrued payroll and related taxes payable	153,878	143,747
Accrued vacation	274,697	269,011
Accrued interest	49,000	48,440
Accrued expenses	39,532	28,084
Deferred revenue	-	12,000
Line of credit	-	200,000
Current portion of long-term debt	108,809	107,449
Total Current Liabilities	<u>701,934</u>	<u>907,038</u>
Non-Current Liabilities:		
Long-term debt, net of current portion	<u>3,368,380</u>	<u>3,442,070</u>
Total Liabilities	4,070,314	4,349,108
Net Assets - unrestricted	<u>2,375,680</u>	<u>2,288,506</u>
Total Liabilities and Net Assets	<u>\$ 6,445,994</u>	<u>\$ 6,637,614</u>

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

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statement of Activities  
For the Year Ended June 30, 2013  
(With Comparative Totals for the Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
<b><u>Public Support and Revenues:</u></b>		
<b>Public Support:</b>		
Federal	\$ 970,014	\$ 872,657
State of New Hampshire - BBH	222,955	84,607
State and local funding	47,400	47,400
Other public support	<u>38,322</u>	<u>43,499</u>
Total Public Support	1,278,691	1,048,163
<b>Revenues:</b>		
Program service fees, net	9,964,952	9,673,849
Other service income	365,753	335,457
Rental income	83,794	80,271
Other	<u>19,140</u>	<u>60,794</u>
Total Revenues	<u>10,433,639</u>	<u>10,150,371</u>
Total Public Support and Revenues	11,712,330	11,198,534
<b><u>Expenses:</u></b>		
<b>BBH funded program services:</b>		
Children	3,182,135	2,964,715
Elders	287,693	255,875
Vocational	285,723	298,887
Beaver Lake Lodge	828,851	792,337
Multi-Service	1,458,738	1,390,733
Acute Care	662,924	622,662
Independent Living	1,746,387	1,622,516
Assertive Community Treatment	409,008	433,134
Non-Specialized Outpatient	1,338,833	1,389,331
Non-BBH funded program services	<u>535,639</u>	<u>275,263</u>
Total Program Expenses	10,735,931	10,045,453
Administrative Expenses	<u>889,225</u>	<u>898,004</u>
Total Expenses	<u>11,625,156</u>	<u>10,943,457</u>
Change in net assets	87,174	255,077
Net assets at beginning of year, as restated	<u>2,288,506</u>	<u>2,033,429</u>
Net assets at end of year	<u>\$ 2,375,680</u>	<u>\$ 2,288,506</u>

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

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

Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2013

(With Comparative Totals for the Year Ended June 30, 2012)

	2013			2012		
	Program Services	Administrative	Total	Program Services	Administrative	Total
Personnel Costs:						
Salary and wages	\$ 6,748,947	\$ 575,861	\$ 7,324,808	\$ 6,341,624	\$ 572,888	\$ 6,914,512
Employee benefits	1,245,700	81,380	1,327,080	1,107,981	87,230	1,195,211
Payroll taxes	484,773	43,799	528,572	440,098	49,368	489,466
Accounting/audit fees	49,088	5,994	55,082	47,313	4,040	51,353
Advertising	6,273	855	7,128	8,271	415	8,686
Conferences, conventions, and meetings	12,327	10,736	23,063	18,113	9,776	27,889
Depreciation/amortization	209,083	16,607	225,690	234,364	17,474	251,838
Equipment maintenance	17,532	1,152	18,684	17,411	1,125	18,536
Equipment rental	21,561	2,826	24,387	32,907	2,891	35,798
Insurance	72,224	6,602	78,826	60,763	6,183	66,946
Interest expense	117,323	19,424	136,747	119,280	13,244	132,524
Legal fees	26,383	2,711	29,094	57,794	4,889	62,683
Membership dues	45,927	4,048	49,975	28,905	2,595	31,500
Occupancy expenses	727,627	22,392	750,019	726,416	22,525	748,941
Office expenses	154,375	28,779	183,154	167,837	28,261	196,098
Other expenses	24,308	6,379	30,687	24,829	5,381	30,210
Other professional fees	410,638	50,854	461,492	316,782	59,166	375,948
Program supplies	173,515	7,339	180,854	120,845	8,606	129,451
Travel	189,327	1,487	189,814	173,920	1,947	175,867
Administrative Allocation	10,735,931	889,225	11,625,156	10,045,453	898,004	10,943,457
	889,225	(889,225)	-	898,004	(898,004)	-
Total Expenses	\$ 11,625,156	\$ -	\$ 11,625,156	\$ 10,943,457	\$ -	\$ 10,943,457

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

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statements of Cash Flows  
For the Year Ended June 30, 2013  
(With Comparative Totals for the Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
<b>Cash Flows from Operating Activities:</b>		
Change in net assets	\$ 87,174	\$ 255,077
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization	225,690	251,838
Gain on sale/disposal of assets	-	(35,650)
(Increase) decrease in:		
Restricted cash	(35,569)	(8,600)
Accounts receivable	(65,395)	(20,386)
Other receivables	31,991	(83,672)
Prepaid expenses	(8,555)	(1,387)
Increase (decrease) in:		
Accounts payable and accrued liabilities	5,536	(56,042)
Deferred revenue	<u>(12,000)</u>	<u>12,000</u>
Net Cash Provided by Operating Activities	228,872	313,178
<b>Cash Flows from Investing Activities:</b>		
Proceeds from sale of property	-	200,000
Purchases of property and equipment	(38,789)	(47,684)
Closing costs	<u>-</u>	<u>(24,700)</u>
Net Cash Provided by (Used in) Investing Activities	(38,789)	127,616
<b>Cash Flows from Financing Activities:</b>		
Net borrowings (payments) on line of credit	(200,000)	200,000
Principal payments on long-term debt	<u>(72,330)</u>	<u>(341,668)</u>
Net Cash Used in Financing Activities	<u>(272,330)</u>	<u>(141,668)</u>
Net Increase (Decrease) in Cash	(82,247)	299,126
Cash, Beginning of Year	<u>511,446</u>	<u>212,320</u>
Cash, End of Year	<u>\$ 429,199</u>	<u>\$ 511,446</u>
<b>Supplemental disclosures</b>		
Interest paid	<u>\$ 125,299</u>	<u>\$ 153,086</u>
Non-cash financing	<u>\$ -</u>	<u>\$ 100,000</u>

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

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2013 and 2012

1. **Organization**

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

West Rock Endowment Association, Inc. (the “Association”), is a title-holding company as defined by the Internal Revenue Service whose sole purpose is to lease its real estate holdings to qualifying exempt organizations. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members.

During 2007, the Center for Life Management Foundation (the “Foundation”) was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

2. **Summary of Significant Accounting Policies**

**Basis of Presentation**

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

**Accounting for Contributions and Financial Statement Presentation**

The consolidated financial statements follow *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, there is a requirement 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 Statements of Cash Flows, all highly liquid investments with an initial maturity of three months or less are considered to be cash equivalents.

### Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 3 to 40 years. Assets not in service are not depreciated.

### Financing Costs

Financing costs are recorded on the balance sheet net of accumulated amortization. These costs are being amortized over the term of the financing.

### Vacation Pay and Fringe Benefits

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

### Third-party Contractual Arrangements

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

### 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

The Mental Health Center of Southern New Hampshire d/b/a CLM Center for Life Management 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 Agency 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.

West Rock Endowment Association, Inc. is a 501(c)(2) title holding company whose sole purpose is to lease its real estate holdings to qualifying organizations.

The Center for Life Management Foundation is exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). It is an organization that is organized and operated exclusively for the benefit of the Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management.

These financial statements follow FASB ASC, *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. *Accounting for Uncertainty in Income Taxes* did not have a material impact on these financial statements.

Federal Form 990 (Return of Organization Exempt from Income Tax) for fiscal years 2010, 2011, and 2012 is subject to examination by the IRS, generally for three years after filing.

### Functional Allocation of Expenses

The costs of providing various programs and other 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.

### Reclassifications

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

### Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to

constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended June 30, 2012, from which the summarized information was derived.

**Subsequent Events**

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2013 through October 1, 2013, 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 these financial statements through this date.

**3. Concentrations of Credit Risk**

Cash balances are maintained at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2013 all deposits were insured.

**4. Restricted Cash**

Restricted cash is to be used mainly for debt service, as designated by the Series 2006 bonds.

**5. Accounts Receivable, Net**

Receivables consisted of the following at June 30:

Accounts Receivable:	2013			2012		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Clients	\$ 540,356	\$ (344,265)	\$ 196,091	\$ 605,129	\$ (362,453)	\$ 242,676
Insurance companies	151,163	(6,873)	144,290	118,902	(2,211)	116,691
Medicaid	455,647	(9,697)	445,950	430,360	(3,958)	426,402
Medicare	132,207	(10,645)	121,562	59,580	(2,851)	56,729
	<u>\$ 1,279,373</u>	<u>\$ (371,480)</u>	<u>\$ 907,893</u>	<u>\$ 1,213,971</u>	<u>\$ (371,473)</u>	<u>\$ 842,498</u>
Other Receivables:						
	<u>2013</u>	<u>2012</u>				
Towns	\$ 21,500	\$ 26,000				
NH Division of Mental Health	72,025	88,505				
Miscellaneous	48,435	59,446				
Other receivables	<u>\$ 141,960</u>	<u>\$ 173,951</u>				

**6. Property, Equipment and Depreciation**

The following is a summary of property and equipment as of June 30:

	<u>2013</u>	<u>2012</u>
Land	\$ 687,307	\$ 687,307
Buildings and improvements	4,475,044	4,470,824
Automobiles	89,335	130,920
Equipment	1,613,141	1,587,905
Construction in progress	<u>41,394</u>	<u>32,061</u>
	6,906,221	6,909,017
Less: Accumulated depreciation	<u>(2,489,568)</u>	<u>(2,323,110)</u>
Property and equipment, net	<u>\$ 4,416,653</u>	<u>\$ 4,585,907</u>

#### 7. Line of Credit

As of June 30, 2013, a demand line of credit with People's United Bank with a borrowing capacity of \$750,000 is available through December 31, 2013, the annual review date. Interest accrued on the outstanding principal balance is payable monthly at prime plus 0.25%; provided, however, at no time shall the interest rate be less than 5.00%. The outstanding balance on this line at June 30, 2013 was \$0. The line of credit is secured by all business assets and real estate.

#### 8. Long Term Debt

Long-term debt at June 30, 2013 consisted of the following:

	<u>2013</u>	<u>2012</u>
Mortgage payable to People's United Bank, interest at 5.823%, monthly payments of \$2,489, with balloon payment extended through September 17, 2011, collateralized by real estate.	\$ 57,189	\$ 89,519
Series 2006 New Hampshire Health and Education Facilities payable through July 2036, original principal of \$3,700,000, remarketed and sold to Centrix Bank in December 2011 at 2.80% per annum.	<u>3,420,000</u>	<u>3,460,000</u>
	3,477,189	3,549,519
Less Current Portion	<u>(108,809)</u>	<u>(107,449)</u>
Long-term debt, net of current portion	<u>\$ 3,368,380</u>	<u>\$ 3,442,070</u>

Future maturities of long-term debt are as follows for the years ending June 30:

2014	\$ 108,809
2015	103,380
2016	85,000
2017	90,000
2018	95,000
Thereafter	<u>2,995,000</u>
	<u>\$ 3,477,189</u>

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

The bonds are secured by land, building, equipment, and certain revenues. Certain covenants must also be met in order to maintain compliance with the loan agreements, including:

- A. Maintenance of a 1.10 Debt Service Coverage ratio and a 0.04 Liquidity ratio.
- B. Maintenance of a Debt Service Reserve Fund.

#### 9. **Restricted Net Assets and Net Assets Released from Restriction**

Since there are no restricted net assets, no net assets were released from restriction.

#### 10. **Fair Values of Financial Instruments**

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

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments and are considered Level 1 instruments.

#### 11. **Employee Benefit Plan**

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

#### 12. **Commitments and Contingencies**

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

For the years ended June 30, 2013 and 2012, the Agency received approximately 57% and 60%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Comprehensive Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds that can be taken as a grant or pledged in full or in part for leveraging matching federal Medicaid funds.

Lease Commitments

There were several long-term lease agreements for clinic space and equipment that expired July, 2013. Rent expense was \$85,035 for the year ended June 30, 2013.

13. **Beginning Net Assets Restatement**

Beginning net assets were increased by \$122,733 in order to properly reflect the prior year accounts payable balance.

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

ASSETS

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

LIABILITIES AND NET ASSETS

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

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidating Statement of Financial Position  
June 30, 2012

ASSETS	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Current Assets:						
Cash and cash equivalents	\$ 398,341	\$ 4,489	\$ 108,616	\$ 511,446	\$ -	\$ 511,446
Restricted cash	88,870	-	-	88,870	-	88,870
Accounts receivable, net	842,498	-	-	842,498	-	842,498
Other receivables	173,951	-	-	173,951	-	173,951
Prepaid expenses	54,331	-	-	54,331	-	54,331
Total Current Assets	<u>1,557,991</u>	<u>4,489</u>	<u>108,616</u>	<u>1,671,096</u>	<u>-</u>	<u>1,671,096</u>
Property and equipment, net	4,444,455	141,452	-	4,585,907	-	4,585,907
Finance costs, net	380,611	-	-	380,611	-	380,611
Total Assets	<u>\$ 6,383,057</u>	<u>\$ 145,941</u>	<u>\$ 108,616</u>	<u>\$ 6,637,614</u>	<u>\$ -</u>	<u>\$ 6,637,614</u>

**LIABILITIES AND NET ASSETS**

Current Liabilities:						
Accounts payable	\$ 98,307	\$ -	\$ -	\$ 98,307	\$ -	\$ 98,307
Accrued payroll and related taxes payable	143,747	-	-	143,747	-	143,747
Accrued vacation	269,011	-	-	269,011	-	269,011
Accrued interest	48,440	-	-	48,440	-	48,440
Accrued expenses	28,084	-	-	28,084	-	28,084
Deferred revenue	12,000	-	-	12,000	-	12,000
Line of credit	200,000	-	-	200,000	-	200,000
Current portion of long-term debt	107,449	-	-	107,449	-	107,449
Total Current Liabilities	<u>907,038</u>	<u>-</u>	<u>-</u>	<u>907,038</u>	<u>-</u>	<u>907,038</u>
Non-Current Liabilities:						
Long-term debt, net of current portion	3,442,070	-	-	3,442,070	-	3,442,070
Total Liabilities	<u>4,349,108</u>	<u>-</u>	<u>-</u>	<u>4,349,108</u>	<u>-</u>	<u>4,349,108</u>
Net Assets - unrestricted	2,033,949	145,941	108,616	2,288,506	-	2,288,506
Total Liabilities and Net Assets	<u>\$ 6,383,057</u>	<u>\$ 145,941</u>	<u>\$ 108,616</u>	<u>\$ 6,637,614</u>	<u>\$ -</u>	<u>\$ 6,637,614</u>

See Independent Auditors' Report.

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

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

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
DB/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidating Statement of Activities  
For the Year Ended June 30, 2012

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
<b>Public Support and Revenues:</b>						
Public Support:						
Federal	\$ 872,657	\$ -	\$ -	\$ 872,657	\$ -	\$ 872,657
State of New Hampshire - BBH	84,607	-	-	84,607	-	84,607
State and local funding	47,400	-	-	47,400	-	47,400
Other public support	16,573	-	26,926	43,499	-	43,499
Total Public Support	<u>1,021,237</u>	<u>-</u>	<u>26,926</u>	<u>1,048,163</u>	<u>-</u>	<u>1,048,163</u>
Revenues:						
Program service fees, net	9,673,849	-	-	9,673,849	-	9,673,849
Other service income	335,457	-	-	335,457	-	335,457
Rental income	80,271	35,200	-	115,471	(35,200)	80,271
Other	38,960	21,717	117	60,794	-	60,794
Total Revenues	<u>10,128,537</u>	<u>56,917</u>	<u>117</u>	<u>10,185,571</u>	<u>(35,200)</u>	<u>10,150,371</u>
Total Public Support and Revenues	<u>11,149,774</u>	<u>56,917</u>	<u>27,043</u>	<u>11,233,734</u>	<u>(35,200)</u>	<u>11,198,534</u>
<b>Expenses:</b>						
BBH funded program services:						
Children	2,964,715	-	-	2,964,715	-	2,964,715
Elders	255,875	-	-	255,875	-	255,875
Vocational	298,887	-	-	298,887	-	298,887
Beaver Lake Lodge	792,337	-	-	792,337	-	792,337
Multi-Service	1,390,733	-	-	1,390,733	-	1,390,733
Acute Care	622,662	-	-	622,662	-	622,662
Independent Living	1,622,516	-	-	1,622,516	-	1,622,516
Assertive Community Treatment	433,134	-	-	433,134	-	433,134
Non-Specialized Outpatient	1,389,331	-	-	1,389,331	-	1,389,331
Non-BBH funded program services	255,213	40,797	14,453	310,463	(35,200)	275,263
Total Program Expenses	<u>10,025,403</u>	<u>40,797</u>	<u>14,453</u>	<u>10,080,653</u>	<u>(35,200)</u>	<u>10,045,453</u>
Administrative Expenses	898,004	-	-	898,004	-	898,004
Total Expenses	<u>10,923,407</u>	<u>40,797</u>	<u>14,453</u>	<u>10,978,657</u>	<u>(35,200)</u>	<u>10,943,457</u>
Change in net assets	226,367	16,120	12,590	255,077	-	255,077
Net assets at beginning of year, as restated	1,066,276	871,127	96,026	2,033,429	-	2,033,429
Intercompany	741,306	(741,306)	-	-	-	-
Net assets at end of year	<u>\$ 2,033,949</u>	<u>\$ 145,941</u>	<u>\$ 108,616</u>	<u>\$ 2,288,506</u>	<u>\$ -</u>	<u>\$ 2,288,506</u>

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
 SOUTHERN NEW HAMPSHIRE  
 D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
 Analysis of Accounts Receivable  
 For the Year Ended June 30, 2013

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 605,129	\$ 1,791,614	\$ (440,990)	\$ (1,415,397)	\$ -	\$ 540,356
Insurance companies	118,902	2,000,503	(469,778)	(1,498,464)	-	151,163
Medicaid	430,360	7,680,533	(1,023,378)	(6,631,868)	-	455,647
Medicare	59,580	678,881	(252,433)	(353,821)	-	132,207
Allowance	<u>(371,473)</u>	-	-	-	<u>(7)</u>	<u>(371,480)</u>
Totals	<u>\$ 842,498</u>	<u>\$ 12,151,531</u>	<u>\$ (2,186,579)</u>	<u>\$ (9,899,550)</u>	<u>\$ (7)</u>	<u>\$ 907,893</u>

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT  
Schedule of Program Revenues and Expenses  
For the Year Ended June 30, 2013

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
<b>Public Support:</b>													
Federal	\$ -	\$ -	\$ -	\$ 241,391	\$ 3,000	\$ -	\$ 670,213	\$ 3,000	\$ -	\$ 52,410	\$ 970,014	\$ -	\$ 970,014
State of New Hampshire - BBH	27,180	-	-	-	27,000	141,185	-	80,000	-	(52,410)	222,955	-	222,955
State and local funding	31,429	-	-	-	-	-	-	-	3,271	12,700	47,400	-	47,400
Other public support	1,628	-	-	-	-	-	-	-	-	5,607	7,235	-	7,235
<b>Total Public Support</b>	<b>60,237</b>	<b>-</b>	<b>-</b>	<b>241,391</b>	<b>30,000</b>	<b>141,185</b>	<b>670,213</b>	<b>83,000</b>	<b>3,271</b>	<b>18,307</b>	<b>1,247,604</b>	<b>-</b>	<b>1,247,604</b>
<b>Revenues:</b>													
Program service fees, net	3,508,017	442,315	273,006	573,983	1,921,160	266,613	1,305,639	418,028	1,016,569	239,622	9,964,952	-	9,964,952
Other service income	62,778	9,171	-	-	-	243,751	-	-	2,415	47,638	365,753	-	365,753
Rental income	833	-	-	80,463	833	833	-	-	833	(1)	83,794	-	83,794
Other revenues	2,286	290	145	399	3,980	369	3,854	629	1,758	3,089	16,799	2,341	19,140
<b>Total Revenues</b>	<b>3,573,914</b>	<b>451,776</b>	<b>273,151</b>	<b>654,845</b>	<b>1,925,973</b>	<b>511,566</b>	<b>1,309,493</b>	<b>418,657</b>	<b>1,021,575</b>	<b>290,348</b>	<b>10,431,298</b>	<b>2,341</b>	<b>10,433,639</b>
<b>Total Public Support and Revenues</b>	<b>3,634,151</b>	<b>451,776</b>	<b>273,151</b>	<b>896,236</b>	<b>1,955,973</b>	<b>652,751</b>	<b>1,979,706</b>	<b>501,657</b>	<b>1,024,846</b>	<b>308,655</b>	<b>11,678,902</b>	<b>2,341</b>	<b>11,681,243</b>
<b>Total Program Expenses</b>	<b>3,446,045</b>	<b>311,553</b>	<b>309,419</b>	<b>897,592</b>	<b>1,579,718</b>	<b>717,903</b>	<b>1,891,223</b>	<b>442,929</b>	<b>1,449,869</b>	<b>564,959</b>	<b>11,611,210</b>	<b>-</b>	<b>11,611,210</b>
<b>Net</b>	<b>\$ 188,106</b>	<b>\$ 140,223</b>	<b>\$ (36,268)</b>	<b>\$ (1,356)</b>	<b>\$ 376,255</b>	<b>\$ (65,152)</b>	<b>\$ 88,483</b>	<b>\$ 58,728</b>	<b>\$ (425,023)</b>	<b>\$ (256,304)</b>	<b>\$ 67,692</b>	<b>\$ 2,341</b>	<b>\$ 70,033</b>

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT  
Schedule of Program Expenses  
For the Year Ended June 30, 2013

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
<b>Personnel Costs:</b>													
Salary and wages	\$ 2,184,378	\$ 195,272	\$ 185,205	\$ 452,483	\$ 986,652	\$ 474,358	\$ 806,814	\$ 240,534	\$ 910,043	\$ 312,808	\$ 6,748,947	\$ 575,861	\$ 7,324,808
Employee benefits	395,319	37,045	44,817	116,039	172,304	59,426	167,664	47,545	167,803	37,738	1,245,700	81,380	1,327,080
Payroll taxes	158,228	14,107	12,960	31,877	69,519	34,049	58,383	16,341	66,110	23,199	484,773	43,799	528,572
Accounting/audit fees	14,910	1,382	1,346	3,986	7,047	3,004	7,047	2,906	6,673	376	48,677	5,994	54,671
Advertising	1,902	134	224	520	767	428	855	321	740	382	6,273	855	7,128
Conferences, conventions, and meetings	2,293	156	148	389	795	460	932	3,056	1,666	2,432	12,327	10,736	23,063
Depreciation/Amortization	60,128	5,578	5,429	16,069	28,424	12,115	28,424	11,710	26,934	1,492	196,303	16,607	212,910
Equipment Maintenance	4,172	387	377	4,127	2,422	841	2,422	812	1,869	103	17,532	1,152	18,684
Equipment Rental	10,483	283	-	180	2,854	2,861	1,166	-	3,190	544	21,561	2,826	24,387
Insurance	20,862	1,936	1,884	7,633	11,918	4,203	9,863	4,063	9,345	517	72,224	6,602	78,826
Interest Expense	35,933	3,334	3,245	9,612	16,987	7,240	16,987	6,998	16,096	891	117,323	19,424	136,747
Legal fees	7,812	743	683	2,050	3,542	1,540	3,793	2,553	3,466	201	26,383	2,711	29,094
Membership dues	8,113	838	598	2,676	6,085	1,435	16,294	1,216	3,931	4,741	45,927	4,048	49,975
Occupancy expenses	52,788	9,775	417	66,075	37,168	12,230	482,072	3,836	42,348	32,201	738,910	22,392	761,302
Office expenses	46,403	2,242	4,114	7,746	22,790	13,364	20,740	5,595	21,291	10,090	154,375	28,779	183,154
Other expenses	4,407	304	178	528	2,338	1,550	1,788	421	2,949	6,121	20,584	6,379	26,963
Other professional fees	92,866	12,695	12,157	37,850	69,105	22,472	56,123	42,033	44,278	12,745	402,324	50,854	453,178
Program supplies	12,861	1,105	409	60,181	7,933	3,248	4,098	1,507	7,613	74,560	173,515	7,339	180,854
Travel	68,277	377	11,532	8,830	10,088	8,100	60,922	17,161	2,488	552	188,327	1,487	189,814
Administrative Allocation	3,182,135	287,693	285,723	828,851	1,458,738	662,924	1,746,387	409,008	1,338,833	521,693	10,721,985	889,225	11,611,210
	263,910	23,860	23,696	68,741	120,980	54,979	144,836	33,921	111,036	43,266	889,225	(889,225)	-
<b>Total Program Expenses</b>	<b>\$ 3,446,045</b>	<b>\$ 311,553</b>	<b>\$ 309,419</b>	<b>\$ 897,592</b>	<b>\$ 1,579,718</b>	<b>\$ 717,903</b>	<b>\$ 1,891,223</b>	<b>\$ 442,929</b>	<b>\$ 1,449,869</b>	<b>\$ 564,959</b>	<b>\$ 11,611,210</b>	<b>\$ -</b>	<b>\$ 11,611,210</b>

See Independent Auditors' Report.

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248567572  
Oct. 13, 2010 LTR 4168C E0  
02-0301530 000000 00

00013542  
BODC: TE

 MENTAL HEALTH CENTER FOR SOUTHERN  
NEW HAMPSHIRE INC  
CLM CENTER FOR LIFE MANAGEMENT  
10 TSIENNETO RD  
DERRY NH 03038-1505

007323

Employer Identification Number: 02-0301530  
Person to Contact: Ms. Mueller  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 01, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1971.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Michele M. Sullivan*

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I



*Center for Life  
Management*

**BOARD OF DIRECTORS\* FY2014**

July 1, 2012 to June 30, 2015

Elizabeth Roth  
Chairperson

Ron Lague  
Vice Chairperson

Wayne D. White  
Secretary

Philip Plante

Jeffrey Rind, MD

Gail Corcoran

Vic Topo  
President & CEO

Judi Ryan

July 1, 2011 to June 30, 2014

Susan Davis

Laura Nelson

July 1, 2013 - June 30, 2016

Vernon Thomas

# VICTOR TOPO

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## President/Chief Executive Officer

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Successful 27-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

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

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## Professional Experience

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

**1999 – Present**

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

Key results:

- Consolidation of three outpatient offices into one newly constructed 28,000 sq. ft. facility.
- Established closer connection with surrounding community utilizing aggressive public relations strategy.
- Guided Board of Directors toward more accountability including higher expectation from management and individual board members.
- Initiated and created Fund Development which then led to creation of CLM Foundation.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer.
- Facilitated joint venture with Manchester Mental Health Center involving medical services.
- Created and implemented strategy to integrate mental health care with physical health care.
- In partnership with CIO, developed and successfully implemented first in the state Electronic Health Record (EHR) called webAISCE.

**Pathways, Inc. – Mentor, OH**  
**Chief Executive Officer/Executive Director**

**1988 - 1999**

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

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).

## VICTOR TOPO

-Page 2-

- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

### **Community Counseling Center – Ashtabula, OH**

**1983-1988**

#### **Case Management Supervisor/Case Manager**

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

##### **Key results:**

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

## **EDUCATION**

### **Master of Social Work (MSW)**

West Virginia University, Morgantown, WV

### **Bachelor of Arts (BA)**

Siena College, Londonville, NY

### **Associate of Applied Science (AAS)**

Fulton-Montgomery Community College, Johnstown, NY

## **BOARD/LEADERSHIP POSITIONS**

**Heritage United Way – Board of Directors**

**Mental Health Commission – Co-Chair**

Consumers and Families Work Group

**Statewide Evidenced Based Practice Committee – Co-Chair**

**Greater Salem Chamber of Commerce – Board of Directors**

**Greater Derry/Londonderry Chamber of Commerce – Board of Directors**

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

**Greater Salem Leadership Program – Graduate, Class of 2001**

LISA K. MADDEN, MSW, LICSW

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**PROFESSIONAL EXPERIENCE**

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

***The Center for Life Management, Salem, NH***

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

- o Establish and maintain integrated care model allowing for seamless access to services within agency and coordination of services with area healthcare providers and hospitals.
- o Continuously improve accountability process, establish and maintain high standard of care and services provision.
- o Responsible for monitoring clinical and administrative costs, revenue generation and development of annual operating budget.
- o Assist the Chief Executive Officer in developing strategic plans, business development, facilities and capital usage.

***Consultant, 6/04 – 6/05***

***Lisa K. Madden, LICSW, LLC***

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

***Interim Clinic Director, 8/04 – 5/05***

***Wayside Youth and Family Support, Framingham, MA***

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

- o Reorganized clinical team, supervisory structure and support staff functions
- o Implemented necessary performance improvement plans
- o Hired staff with significantly increased productivity expectations
- o Assisted in the implementation of a new Performance Management and Billing System
- o Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- o Provided senior management with budget reforecast for FY '05 and will assist with the development of program budget for FY '06.

***Clinical Supervisor, 7/04 – 6/05***

***The Mentor Network, Lawrence MA***

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

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

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

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

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

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

***MSPCC, Hyannis, MA***

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

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

***Employee Assistance Professional, Clinical Social Worker, 9/93-7/95***

***North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA***

***Clinical Social Worker – Intern, 5/93-9/93***

***NECMHC, Inc., Newburyport/Haverhill, MA***

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

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

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

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

### **EDUCATION**

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

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

### **PROFESSIONAL LICENSE**

Licensed Independent Clinical Social Worker, MA # 1026094

*References available upon request.*

## MICHAEL J. BERGERON

**OBJECTIVE:** Executive level position within CLM Center for Life Management.

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

**EXPERIENCE:**

**CLM Center for Life Management, Salem, New Hampshire 9/99 to Present VICE PRESIDENT & CHIEF FINANCIAL OFFICER.** Administrative responsibility for Accounting, Accounts Receivable – Accounts Payable, Payroll, & Facilities/Operations. Primary responsibilities for fiscal management & reporting, budget development, monitoring and management, state & vendor contracting, employee benefits negotiations, facilities management and financing. 11/87 to 9/99 DIRECTOR, CASE MANAGEMENT SERVICES Complete administrative, operational, and supervisory responsibility for the initial development and ongoing management of discrete case management services within the context of a multi disciplinary treatment team model of community support programs. Led the expansion of this service to all children through elders, and guided the transformation from a fully funded program to a revenue generating one with \$1.4 million of annual billing and significant budget surpluses. Assisted with the design and development of customized network database system for case management clinical desk top applications. Responsible for State audits resulting in ninety-five plus percent contract compliancy ratings over the last five member of management council, budget committee, strategic planning group, missions statement work group, communication committee, TBS TQM initiative, and invited by the board to the CEO search committee.

**Hampstead Hospital, Hampstead, New Hampshire 1 0176 to 1 0187 SENIOR PSYCHIATRIC COUNSELOR** Provided individual, group, and family counseling as well as milieu management services and staff training. Instrumental in the expansion of the counseling role and responsibility . Appointed senior counselor by the medical director in recognition of this initiative and overall performance.

**Prudential Insurance Company, Lawrence, Massachusetts 9/75 to 10176 SPECIAL AGENT** Sales and marketing of complete insurance portfolio including life, health, property-casualty, and retirement.

**Raytheon Company, Andover Massachusetts 5/73 to 3/75 GOVERNMENT PROPERTY COORDINATOR** Management of utilization and disposition of government property, facilities, tooling, and test equipment in accordance with contract stipulations.

**Holy Family Hospital, Methuen, Massachusetts 6/70 to 6/72 PSYCHIATRIC COUNSELOR** Provided individual, group, and family counseling. Assisted with other indicated medical procedures such as electroconvulsive therapy ,and participated in milieu management and activities.

**EDUCATION:**

**New Hampshire College -Graduate School Of Business, Manchester, New Hampshire M.B.A. Degree -1987**

**Fitchburg State College -Graduate School Of Guidance And Counseling, Fitchburg, Massachusetts 18 Graduate Hours in Counseling Completed -1973**

**Nathaniel Hawthorne College, Antrim New Hampshire B.A. Degree -1971**

**LICENSES AND PROFESSIONAL AFFILIATIONS:**

\* Licensed Certified Social Worker Massachusetts License -3028 2 051 181

\* Member In Good Standing National Association Of Social Workers

**REFERENCES:** Available upon request.

Barry C. Quimby

BARRY C. QUIMBY

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

**Experience:**

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

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

Barry C. Quimby

Harbor Homes, Inc., Nashua, New Hampshire

November 1993-June 2000

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

American Training, Lowell, Massachusetts

April 1998-December 1998

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

South Middlesex Opportunity Council, Framingham, Massachusetts

April 1992-April 1998

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

**Education:**

Keene State College, Keene, New Hampshire

Graduated May 1991

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

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

Elise J. Boudreau LICSW

**EDUCATION**

**LICSW**                      **State of New Hampshire**                      **2000**

**MSW**                      **Boston University School of Social Work**                      **1997**

**Graduate Intern**      **Child and Family Services**                      **1996**

Provided child, family and couples therapy. Performed crisis intervention. Performed intake assessments and referred for appropriate services. Taught Parenting skills groups.

**Graduate Intern**      **Philbrook Children's Center, NH Hospital**      **1995**

Acquired basic diagnostic and assessment skills. Interviewed patients and families. Performed and prepared psychosocial assessments. Conducted individual therapy with patients.

**BA Sociology**              **St. Joseph's College, Standish, ME**                      **1990**

**WORK HISTORY**

<b>Center For Life Management</b>	<b>12/97 to Present</b>
<b>Clinical Supervisor</b>	<b>2/04 to Present</b>
<b>Clinician</b>	<b>1/09 to Present</b>
<b>Clinical Case Manager</b>	<b>12/97 to 1/09</b>
<b>Clinician-Child and Adolescent Services</b>	<b>05/98 to 1/02</b>

**Clinical Supervisor:** duties involve providing clinical and administrative supervision to clinicians, case managers and FSS team leaders; review and approval of documentation including intakes, treatment plans, eligibilities and progress notes; program development; training new clinicians on process, clinical skills and documentation.

**Clinician:** duties involve overseeing the treatment team for consumers on the case load, developing the clinical treatment plan, assessing symptoms and functioning status to determine eligibility for state funded services, conducting intake assessments, conducting audits of clinical documentation to meet state standards, providing individual therapy to consumers with severe and persistent mental illness.

**Clinical Case Manager:** All of the duties of a clinician combined with referral for additional services, linkage with community resources, monitoring and maintenance of benefits, coordination with other agencies and community resources and supports.

**COURT APPOINTED SPECIAL ADVOCATES(CASA)-Volunteer** 9/93 to 5/97

Advocacy and representation in court for abused and neglected children

# NICHOLAS D. PFBIFER, MSW, LADC

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## WORK EXPERIENCE

**Adult Outpatient Clinician.** *Center for Life Management, Derry, NH.* Provide psychotherapy for adult outpatient clients; Communicate with clinical and medical staff regarding clients and clinical practice; Conduct family therapy sessions; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Provide individual and group supervision to agency employees and interns; Complete substance abuse assessments/evaluations; Attend staff meetings; Maintain clinical documentation; Establish and maintain relationships with referral sources and community supports. August 2007 - Present.

**Student Assistance Program Counselor.** *Second Start, Concord, NH.* Consult with staff and administration on issues related to policy, training, interventions, and education; Provide individual and group counseling to students; Complete substance abuse assessments/evaluations; Meet with families and provide education and support on various topics; Respond to student and school crises as needed; Attend staff meetings; Maintain clinical documentation; Establish and maintain relationships with local community agencies and organizations. March 2007 - July 2007.

**Residential Program Manager.** *WestBridge Community Services, Manchester, NH.* Coordinated staffing of residential dual disorders program to ensure required level of service to clients; Provided direct supervision to staff; Worked with other members of the leadership team to provide ongoing program development; Provided individual and group counseling; Facilitated and co-facilitate Family Education and Support sessions; Reviewed all admissions documentation for completeness; Ensured program compliance with local, state and federal regulations; Identified and took corrective actions to address maintenance issues with facility; Communicated with the treatment team daily on participant progress; Supported staff in understanding and assisting participant needs. October 2005 - February 2007.

**Residential Counselor.** *WestBridge Community Services, Manchester, NH.* Assisted clients with co-occurring disorders in working towards goals identified during intake process; Facilitated and co-facilitated group counseling/therapy sessions; Maintained working relationships with participants, families, agencies, and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. September 2005 - October 2005.

**Outpatient Therapist/LADC.** *Carroll County Mental Health, Wolfeboro, NH.* Performed formal substance abuse assessments for courts and multiple offender programs; Worked with clients on an ongoing basis and assisted with the development of treatment plans; Counseled clients in individual and family formats to work towards established goals; Maintained working relationships with agencies and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies. August 2003 - August 2004.

**Program Supervisor.** *Child and Family Services, Manchester, NH.* Developed and supervised outpatient/intensive outpatient substance abuse treatment program; Recruited and trained program staff; Provided daily supervision of clinical team; Coordinated team's efforts for interdisciplinary approach to treatment; Facilitated team meetings and intra and inter agency communications; Oversaw the development of the treatment protocols and schedule of services; Reported to the Community Advisory Board on program development, service volume and resource allocation challenges; Worked closely with consulting medical services to insure that individual treatment plans were appropriate; Insured that all program counselors implemented individual treatment plans; Served as primary counselor for up to six clients, providing individual, group and family counseling; Documented and maintained individual client records; Supervised all clinical documentation by conducting chart program reviews. August 2002 - June 2003.

**Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Planned, implemented and managed staffing to ensure required level of service to clients; Ensured training and clinical supervision were provided; Directed and evaluated contract utilization and programming to meet requirements and achieve contract renewal; Ensured program compliance with local, state and federal regulations; Oversaw community mobilization and local fundraising activities; Developed budget and monitored and reported to supervisor on budget line items; Conducted and monitored the occurrence of case conferences and staff, safety, and quality assurance meetings; Led staff to understand and cooperatively undertake actions to meet client needs. January 2001 - August 2002.

**Assistant Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Directly supervised clinical staff and provided and/or oversaw clinical staff training; Oversaw record keeping, caseload management, quality assurance, and utilization review as directed; Monitored balance of clinical, educational recreational, cultural, and public relations activities; Monitored the formulation and completion of treatment plans, progress notes, and group notes; Assisted in planning future programming, budgeting, and compliance with local, state, and federal regulations; Promoted the organization through positive role modeling and participation at special events; Managed a specific program area.

### WORK EXPERIENCE (CON'T)

**Substance Abuse Counselor.** *Marathon/Phoenix House, The Lodge at Dublin, Dublin, NH.* Performed client screening, intake, orientation, and assessment functions necessary to complete admission; Assisted clients in development of individual treatment plans and monitored their progress; Counseled clients in individual, group, and family formats; Maintained working relationships with agencies, resources and families; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. July 1997 - September 1999.

**Awake Overnight Counselor.** *Marathon/Phoenix House, The Lodge at Dublin, Dublin, NH.* Assisted residents with clinical issues as needed; Maintained professional relationship with clients; Conducted rounds of dormitory to assure the presence and safety of residents; Responded to emergency situations; Maintained records; Attended staff meetings; Served as a role model. May - July 1997.

**Counselor.** *Country Acres of New England, Gilsum, NH.* Provided consultation services to staff and administration pertaining to substance abuse; Facilitated a weekly group focusing on substance abuse and mental health issues with adolescent females; Maintained records to document weekly counseling sessions. September 1997 - September 1999.

**Child Development Specialist.** *Country Acres of New England, Gilsum, NH.* Assisted adolescent females with recovery goals utilizing counseling skills; Facilitated groups; Engaged in recreational activities with therapeutic value; Assisted residents with independent living skills; Transported residents to various destinations; Maintained professional records; Attended various meetings and workshops; Developed relationships with staff and residents. October 1995 - May 1997.

### EDUCATION

**Master of Social Work.** University of New Hampshire, Durham, NH. 2005.

**Bachelor of Arts in Personality/Social Psychology.** Keene State College, Keene, NH. 1997.

**Associate of Science in Human Services/Mental Health.** New Hampshire Technical Institute, Concord, NH. 1995.

### GRADUATE FIELD PLACEMENTS

Concord Hospital Employee Assistance Program (EAP). Concord, NH. September 2004 - May 2005.

Northern New Hampshire Mental Health and Developmental Services - Carroll County Mental Health. Wolfeboro, NH. September 2003 - May 2004.

### RELEVANT CERTIFICATIONS, TRAININGS & COMMITTEES

- License in Alcohol and Drug Counseling (LADC) - State of New Hampshire. Since 2002.
- Member of the National Association of Alcohol and Drug Abuse Counselors (NAADAC). Since 2003.
- Member of the New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA). Since 2003.
- Nonviolent Crisis Intervention - Certified Instructor. May 2000-2003; November 2006-2007.
- Facilitator for the State of New Hampshire Division of Alcohol and Drug Abuse Prevention and Recovery (DADAPR) Best Practices Workgroup on, "Implementing Best Practices for Adolescent Substance Abuse Treatment". November 2002.
- Quality Assurance Review Panel - Phoenix Houses of New England. November 2001.
- State of New Hampshire, Bureau of Child Care Licensing - Residential Rules Review Committee. February - June 2001.
- Quality Assurance Committee (residential adult and adolescent substance abuse programs) - Phoenix Houses of New England, Dublin, NH. January 2000 - August 2002.
- Internal Quality Improvement Reviewer - Phoenix Houses of New England. October 2000 - August 2002.
- Instructor at Keene State College (*Adventure Therapy & Experiential Learning as part of "Advanced Special Topics in Chemical Dependency"*). September 1999 - May 2001.

### REFERENCES

Available upon request.

**CONTRACTOR NAME**

Shelter Plus Care I

Key Personnel

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

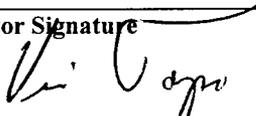
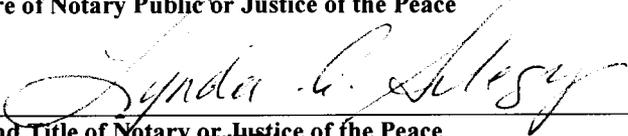
Subject: Continuum of Care Shelter Plus Care Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Center For Life Management		<b>1.4 Contractor Address</b> 10 Tsienneto Road Derry, NH 03038	
<b>1.5 Contractor Phone Number</b> (603) 434-1577	<b>1.6 Account Number</b> 05-95-42-423010-7927 102-500731	<b>1.7 Completion Date</b> November 30, 2015	<b>1.8 Price Limitation</b> \$66,246
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Vic Topo, President/CEO	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Rochester</u> On <u>4/16/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> LYNDA A. SILEGY Notary Public - New Hampshire My Commission Expires August 19, 2014			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> MARY ANN COONEY Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/7/14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

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

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

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

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

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

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

Contractor Initials:   
Date: 4/16/14

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR’S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: JS  
Date: 4/16/14

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

Handwritten signature and date: 4/16/14



Exhibit A

SCOPE OF SERVICES

**Shelter Plus Care Program**

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

1. Conditional Nature of Agreement

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

2. Services

- 2.1. The Contractor agrees to comply with the program narratives in the application submitted to HUD. The Contractor shall directly provide tenant-based subsidies to seven (7) or more homeless individuals and families, and the equivalent supportive services in accordance with the rules and regulations of HUD's Shelter Plus Care Program.
- 2.2. To be eligible for services, participant households must consist of at least one disabled member, and must be homeless as defined in HUD regulations 24 CFR 578. The Contractor must obtain and retain appropriate documentation.
- 2.3. The Contractor shall make all appropriate referrals as needed by applicants.
- 2.4. The Contractor shall maintain adherence to federal and state confidentiality laws and follow the Shelter Plus Care Policies and Procedures guide.
- 2.5. Over the one-year period, the Contractor shall provide the following services as outlined in the application for funding:
  - 2.5.1. Rental subsidies for seven (7) individuals and families in accordance with the rules and regulations of HUD's Tenant-Based Shelter Plus Care Program; and
  - 2.5.2. Supportive services as defined by 24 CFR 578 to each individual and/or family in an equivalent monetary value to the individual's and/or family's subsidy.

3. Program Reporting Requirements

3.1. The Contractor shall submit the following reports:



Exhibit A

- 3.1.1. Annual Performance Report (APR): Within thirty (30) days after the Completion Date, an (APR) shall be submitted to the BHHS that summarizes the measured outcomes relative to HUD's performance measured goals. The APR shall be in the form required by HUD and the State.
  - 3.1.2. Other Reports as requested by the State.
  - 3.2. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
  - 3.3. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.
4. Contract Administration
- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
  - 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance. The Contractor shall cooperate fully and answer all questions during any periodic or special review of performance, or any inspection of program records or performance.
  - 4.3. The Contractor shall inform BHHS of any staffing changes within 30 days of the change.
  - 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
  - 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.
5. Financial
- 5.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Continuum of Care Program agreement value specified in Exhibit B of this agreement from the HUD Continuum of Care Program, for contract services.
    - 5.1.1. Rental Subsidies;
    - 5.1.2. Administrative costs

Eligible Administrative Costs include: general management, oversight, and coordination cost, as well as costs of overall program management and the associated costs of coordination, monitoring, and evaluation. These costs include, but are not limited to, necessary expenditures for the following: salaries, wages, and related costs of the recipient's staff, the staff of sub-recipients, or



Exhibit A

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

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



**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**Shelter Plus Care Program**

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

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

NH General Fund: Not applicable  
Federal Funds:  
CFDA #: 14.238  
Federal Agency: U.S. Department of Housing & Urban Development  
Program Title: Shelter Plus Care Program  
Total Amount Supportive Housing Program;  
SFY15: not to exceed \$66,246

Funds allocation under this agreement for Shelter Plus Care Program;

Rental Subsidies: \$64,548.00  
Administrative costs: \$1,698.00  
Total program amount: \$66,246.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for rental subsidies and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Shelter Care Plus Program, in an amount not to exceed \$66,246.00 and for the time period December 1, 2014 through November 30, 2015.
2. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.
  - 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean those costs associated with providing rental assistance for eligible clients, meet the requirements of 24 CFR 578, and are allowable as set forth in OMB Circular A-87.
  - 2.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor the amount not to exceed the amount of 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for rental subsidies for eligible clients and administrative costs that meet the requirements of 24 CFR 578 and any other applicable Shelter Plus Care regulations.
  - 2.3. Schedule of Payments: The Contractor shall submit monthly documentation of expenditures of federal funds for rental subsidies for eligible clients in such a fashion as to allow the State to draw down federal funds from the Line of Credit Control System (LOCCS) in a manner that enables the Contractor to issue checks to the landlords in a timely way.



Exhibit B

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3. USE OF GRANT FUNDS.

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

4. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

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

  
4/16/14



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$3,000,000; and

  
Date 2/16/14



**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: Center for Life Management

April 16, 2014  
Date

Vic Tapa  
Name: Vic Tapa  
Title: President/CEO

Contractor Initials VT  
Date 4/16/14



**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: *Center for Life Management*

*April 16, 2014*  
Date

*Vic Toppo*  
Name: *Vic Toppo*  
Title: *President JCEO*

Contractor Initials *VT*  
Date *4/16/14*

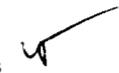


**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

  
4/16/14



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: Center for Life Management

April 16, 2014  
Date

Vic Topo  
Name: Vic Topo  
Title: President/CEO



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**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: *Center for Life Management*

*April 16, 2014*  
Date

*Vic Toppo*  
\_\_\_\_\_  
Name: *Vic Toppo*  
Title: *President/CEO*



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

Contractor Name: Center for Life Management

April 16, 2014  
Date

Vic Topo  
Name: Vic Topo  
Title: President/CEO

Contractor Initials VT  
Date 4/16/14



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

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

**Definitions**

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



### Use and Disclosure of Protected Health Information

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
  - 2.1. For the proper management and administration of the Business Associate;
  - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

### Obligations and Activities of Business Associate

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

#### Obligations of Covered Entity

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

#### Termination for Cause

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



**Miscellaneous**

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Center for Life Management

April 16, 2014  
Date

[Signature]  
Name: Vic Topf  
Title: President/CEO

State Agency Name:  
NH DHHS

4/28/14  
Date

[Signature]  
Name: Mary Ann Cobley  
Title: Associate Commissioner



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

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

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

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

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

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

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

Contractor Name: Center for Life Management

April 16, 2014  
Date

Vic Topo  
Name: Vic Topo  
Title: President/CEO



**FORM A**

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

1. The DUNS number for your entity is: 085573641

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:

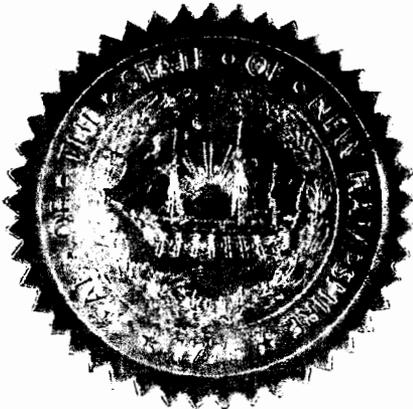
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire trade name registered on June 30, 2003 and that The Mental Health Center for Southern New Hampshire presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2<sup>nd</sup> day of April, A.D. 2014

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Wayne D. White, do hereby certify that:

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4/16/2014:  
(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 16 day of April, 2014.  
(Date Contract Signed)

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

of the Agency.

Wayne D. White mo  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 16 day of April, 2014.

By Wayne D. White  
(Name of Elected Officer of the Agency)

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

(NOTARY SEAL)

**LYNDA A. SILEGY**  
Notary Public - New Hampshire  
My Commission Expires August 19, 2014

Commission Expires: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2013

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

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

<b>PRODUCER</b> Fred C. Church, Inc. 41 Wellman Street Lowell, MA 01851 (800) 225-1865	<b>CONTACT NAME:</b> Sharon Lambert <b>PHONE (A/C, No., Ext):</b> 978 3227264 <b>E-MAIL ADDRESS:</b> slambert@fredchurch.com	<b>FAX (A/C, No.):</b> (978) 454-1865
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Mental Health Center For Southern N. H. DBA CLM Center For Life Management  10 Tsienneto Road Derry, NH 03038	<b>INSURER A:</b> ACE, USA	<b>NAIC #</b> 22667
	<b>INSURER B:</b> Ace American Insurance Company	<b>NAIC #</b> 13083
	<b>INSURER C:</b> New Hampshire Employers Insurance Company	<b>NAIC #</b>
	<b>INSURER D:</b>	<b>NAIC #</b>
	<b>INSURER E:</b>	<b>NAIC #</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** 27308                      **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 LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY		SVRD37797649	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					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	
						\$	
	GENL AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input checked="" type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY		CALH08613059	10/1/2013	10/1/2014	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) \$	
						\$	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	XOOG25499220005	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 3,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 3,000,000	
	<input type="checkbox"/> DED	<input checked="" type="checkbox"/> RETENTION \$ 10,000				\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		40000840	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N				N/A	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000	
B	Professional Liability		CRLG25499268005	10/1/2013	10/1/2014	\$4,000,000 Per Occurrence \$6,000,000 General Aggregate Claims Made Retro Date: 7/1/1986	

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

### CERTIFICATE HOLDER

State of NH Dept Health/Human Services  
 Bureau Homeless/Housing Attn: Anne Pocock  
 105 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

*Herman P Lateman*

Client # 799 Mst# 27308

Cert Holder # 24204

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## MISSION STATEMENT

The mission of CLM Center for Life Management is to promote and advance the mental health and emotional well-being of the individuals, families, and organizations within our communities.

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

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

**CONSOLIDATED FINANCIAL STATEMENTS**

**For the Year Ended June 30, 2013**

**(With Independent Auditors' Report Thereon)**

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# MELANSON HEATH & COMPANY, PC

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT ADVISORS

## INDEPENDENT AUDITORS' REPORT

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

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

We have audited the accompanying consolidated statements of financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2013, and the related consolidated Statement of Activities, Statement of Functional Expenses, and Statement of 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 consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2013, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

## **Other Matters**

### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated October 1, 2013, on our consideration of The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center For Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates' internal control over financial reporting and compliance.

### Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 - 21 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Melanson, Heath + Company P.C.*

Nashua, New Hampshire

October 1, 2013

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statement of Financial Position  
June 30, 2013  
(With Comparative Totals as of June 30, 2012)

ASSETS

	<u>2013</u>	<u>2012</u>
Current Assets:		
Cash and cash equivalents	\$ 429,199	\$ 511,446
Restricted cash	124,439	88,870
Accounts receivable, net	907,893	842,498
Other receivables	141,960	173,951
Prepaid expenses	62,886	54,331
Total Current Assets	<u>1,666,377</u>	<u>1,671,096</u>
Property and equipment, net	4,416,653	4,585,907
Finance costs, net	362,964	380,611
Total Assets	<u>\$ 6,445,994</u>	<u>\$ 6,637,614</u>

LIABILITIES AND NET ASSETS

	<u>2013</u>	<u>2012</u>
Current Liabilities:		
Accounts payable	\$ 76,018	\$ 98,307
Accrued payroll and related taxes payable	153,878	143,747
Accrued vacation	274,697	269,011
Accrued interest	49,000	48,440
Accrued expenses	39,532	28,084
Deferred revenue	-	12,000
Line of credit	-	200,000
Current portion of long-term debt	108,809	107,449
Total Current Liabilities	<u>701,934</u>	<u>907,038</u>
Non-Current Liabilities:		
Long-term debt, net of current portion	<u>3,368,380</u>	<u>3,442,070</u>
Total Liabilities	4,070,314	4,349,108
Net Assets - unrestricted	<u>2,375,680</u>	<u>2,288,506</u>
Total Liabilities and Net Assets	<u>\$ 6,445,994</u>	<u>\$ 6,637,614</u>

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

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statement of Activities  
For the Year Ended June 30, 2013  
(With Comparative Totals for the Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
<u>Public Support and Revenues:</u>		
<u>Public Support:</u>		
Federal	\$ 970,014	\$ 872,657
State of New Hampshire - BBH	222,955	84,607
State and local funding	47,400	47,400
Other public support	38,322	43,499
Total Public Support	<u>1,278,691</u>	<u>1,048,163</u>
<u>Revenues:</u>		
Program service fees, net	9,964,952	9,673,849
Other service income	365,753	335,457
Rental income	83,794	80,271
Other	19,140	60,794
Total Revenues	<u>10,433,639</u>	<u>10,150,371</u>
Total Public Support and Revenues	11,712,330	11,198,534
<u>Expenses:</u>		
<u>BBH funded program services:</u>		
Children	3,182,135	2,964,715
Elders	287,693	255,875
Vocational	285,723	298,887
Beaver Lake Lodge	828,851	792,337
Multi-Service	1,458,738	1,390,733
Acute Care	662,924	622,662
Independent Living	1,746,387	1,622,516
Assertive Community Treatment	409,008	433,134
Non-Specialized Outpatient	1,338,833	1,389,331
Non-BBH funded program services	<u>535,639</u>	<u>275,263</u>
Total Program Expenses	10,735,931	10,045,453
Administrative Expenses	<u>889,225</u>	<u>898,004</u>
Total Expenses	<u>11,625,156</u>	<u>10,943,457</u>
Change in net assets	87,174	255,077
Net assets at beginning of year, as restated	<u>2,288,506</u>	<u>2,033,429</u>
Net assets at end of year	<u>\$ 2,375,680</u>	<u>\$ 2,288,506</u>

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

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statement of Functional Expenses

For the Year Ended June 30, 2013  
(With Comparative Totals for the Year Ended June 30, 2012)

	2013			2012		
	Program Services	Admin- istrative	Total	Program Services	Admin- istrative	Total
<b>Personnel Costs:</b>						
Salary and wages	\$ 6,748,947	\$ 575,861	\$ 7,324,808	\$ 6,341,624	\$ 572,888	\$ 6,914,512
Employee benefits	1,245,700	81,380	1,327,080	1,107,981	87,230	1,195,211
Payroll taxes	484,773	43,799	528,572	440,098	49,368	489,466
Accounting/audit fees	49,088	5,994	55,082	47,313	4,040	51,353
Advertising	6,273	855	7,128	8,271	415	8,686
Conferences, conventions, and meetings	12,327	10,736	23,063	18,113	9,776	27,889
Depreciation/amortization	209,083	16,607	225,690	234,364	17,474	251,838
Equipment maintenance	17,532	1,152	18,684	17,411	1,125	18,536
Equipment rental	21,561	2,826	24,387	32,907	2,891	35,798
Insurance	72,224	6,602	78,826	60,763	6,183	66,946
Interest expense	117,323	19,424	136,747	119,280	13,244	132,524
Legal fees	26,383	2,711	29,094	57,794	4,889	62,683
Membership dues	45,927	4,048	49,975	28,905	2,595	31,500
Occupancy expenses	727,627	22,392	750,019	726,416	22,525	748,941
Office expenses	154,375	28,779	183,154	167,837	28,261	196,098
Other expenses	24,308	6,379	30,687	24,829	5,381	30,210
Other professional fees	410,638	50,854	461,492	316,782	59,166	375,948
Program supplies	173,515	7,339	180,854	120,845	8,606	129,451
Travel	188,327	1,487	189,814	173,920	1,947	175,867
Administrative Allocation	10,735,931	889,225	11,625,156	10,045,453	898,004	10,943,457
	889,225	(889,225)	-	898,004	(898,004)	-
<b>Total Expenses</b>	<b>\$ 11,625,156</b>	<b>\$ -</b>	<b>\$ 11,625,156</b>	<b>\$ 10,943,457</b>	<b>\$ -</b>	<b>\$ 10,943,457</b>

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

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidated Statements of Cash Flows  
For the Year Ended June 30, 2013  
(With Comparative Totals for the Year Ended June 30, 2012)

	<u>2013</u>	<u>2012</u>
Cash Flows from Operating Activities:		
Change in net assets	\$ 87,174	\$ 255,077
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization	225,690	251,838
Gain on sale/disposal of assets	-	(35,650)
(Increase) decrease in:		
Restricted cash	(35,569)	(8,600)
Accounts receivable	(65,395)	(20,386)
Other receivables	31,991	(83,672)
Prepaid expenses	(8,555)	(1,387)
Increase (decrease) in:		
Accounts payable and accrued liabilities	5,536	(56,042)
Deferred revenue	<u>(12,000)</u>	<u>12,000</u>
Net Cash Provided by Operating Activities	228,872	313,178
Cash Flows from Investing Activities:		
Proceeds from sale of property	-	200,000
Purchases of property and equipment	(38,789)	(47,684)
Closing costs	<u>-</u>	<u>(24,700)</u>
Net Cash Provided by (Used in) Investing Activities	(38,789)	127,616
Cash Flows from Financing Activities:		
Net borrowings (payments) on line of credit	(200,000)	200,000
Principal payments on long-term debt	<u>(72,330)</u>	<u>(341,668)</u>
Net Cash Used in Financing Activities	<u>(272,330)</u>	<u>(141,668)</u>
Net Increase (Decrease) in Cash	(82,247)	299,126
Cash, Beginning of Year	<u>511,446</u>	<u>212,320</u>
Cash, End of Year	<u>\$ 429,199</u>	<u>\$ 511,446</u>
Supplemental disclosures		
Interest paid	<u>\$ 125,299</u>	<u>\$ 153,086</u>
Non-cash financing	<u>\$ -</u>	<u>\$ 100,000</u>

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

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2013 and 2012

1. **Organization**

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

West Rock Endowment Association, Inc. (the “Association”), is a title-holding company as defined by the Internal Revenue Service whose sole purpose is to lease its real estate holdings to qualifying exempt organizations. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members.

During 2007, the Center for Life Management Foundation (the “Foundation”) was established to act for the benefit of, to carry out the functions of, and to assist the Agency. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Agency is the sole member.

2. **Summary of Significant Accounting Policies**

**Basis of Presentation**

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

**Accounting for Contributions and Financial Statement Presentation**

The consolidated financial statements follow *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, there is a requirement 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 Statements of Cash Flows, all highly liquid investments with an initial maturity of three months or less are considered to be cash equivalents.

### Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, ranging from 3 to 40 years. Assets not in service are not depreciated.

### Financing Costs

Financing costs are recorded on the balance sheet net of accumulated amortization. These costs are being amortized over the term of the financing.

### Vacation Pay and Fringe Benefits

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

### Third-party Contractual Arrangements

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

### 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

The Mental Health Center of Southern New Hampshire d/b/a CLM Center for Life Management 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 Agency 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.

West Rock Endowment Association, Inc. is a 501(c)(2) title holding company whose sole purpose is to lease its real estate holdings to qualifying organizations.

The Center for Life Management Foundation is exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3). It is an organization that is organized and operated exclusively for the benefit of the Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management.

These financial statements follow FASB ASC, *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. *Accounting for Uncertainty in Income Taxes* did not have a material impact on these financial statements.

Federal Form 990 (Return of Organization Exempt from Income Tax) for fiscal years 2010, 2011, and 2012 is subject to examination by the IRS, generally for three years after filing.

### Functional Allocation of Expenses

The costs of providing various programs and other 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.

### Reclassifications

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

### Comparative Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to

constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended June 30, 2012, from which the summarized information was derived.

**Subsequent Events**

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2013 through October 1, 2013, 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 these financial statements through this date.

**3. Concentrations of Credit Risk**

Cash balances are maintained at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2013 all deposits were insured.

**4. Restricted Cash**

Restricted cash is to be used mainly for debt service, as designated by the Series 2006 bonds.

**5. Accounts Receivable, Net**

Receivables consisted of the following at June 30:

Accounts Receivable:	2013			2012		
	<u>Receivable</u>	<u>Receivable Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Receivable Allowance</u>	<u>Net</u>
Clients	\$ 540,356	\$ (344,265)	\$ 196,091	\$ 605,129	\$ (362,453)	\$ 242,676
Insurance companies	151,163	(6,873)	144,290	118,902	(2,211)	116,691
Medicaid	455,647	(9,697)	445,950	430,360	(3,958)	426,402
Medicare	132,207	(10,645)	121,562	59,580	(2,851)	56,729
	<u>\$ 1,279,373</u>	<u>\$ (371,480)</u>	<u>\$ 907,893</u>	<u>\$ 1,213,971</u>	<u>\$ (371,473)</u>	<u>\$ 842,498</u>
Other Receivables:	2013	2012				
Towns	\$ 21,500	\$ 26,000				
NH Division of Mental Health	72,025	88,505				
Miscellaneous	48,435	59,446				
Other receivables	<u>\$ 141,960</u>	<u>\$ 173,951</u>				

**6. Property, Equipment and Depreciation**

The following is a summary of property and equipment as of June 30:

	<u>2013</u>	<u>2012</u>
Land	\$ 687,307	\$ 687,307
Buildings and improvements	4,475,044	4,470,824
Automobiles	89,335	130,920
Equipment	1,613,141	1,587,905
Construction in progress	<u>41,394</u>	<u>32,061</u>
	6,906,221	6,909,017
Less: Accumulated depreciation	<u>(2,489,568)</u>	<u>(2,323,110)</u>
Property and equipment, net	<u>\$ 4,416,653</u>	<u>\$ 4,585,907</u>

#### 7. Line of Credit

As of June 30, 2013, a demand line of credit with People's United Bank with a borrowing capacity of \$750,000 is available through December 31, 2013, the annual review date. Interest accrued on the outstanding principal balance is payable monthly at prime plus 0.25%; provided, however, at no time shall the interest rate be less than 5.00%. The outstanding balance on this line at June 30, 2013 was \$0. The line of credit is secured by all business assets and real estate.

#### 8. Long Term Debt

Long-term debt at June 30, 2013 consisted of the following:

	<u>2013</u>	<u>2012</u>
Mortgage payable to People's United Bank, interest at 5.823%, monthly payments of \$2,489, with balloon payment extended through September 17, 2011, collateralized by real estate.	\$ 57,189	\$ 89,519
Series 2006 New Hampshire Health and Education Facilities payable through July 2036, original principal of \$3,700,000, remarketed and sold to Centrix Bank in December 2011 at 2.80% per annum.	<u>3,420,000</u>	<u>3,460,000</u>
	3,477,189	3,549,519
Less Current Portion	<u>(108,809)</u>	<u>(107,449)</u>
Long-term debt, net of current portion	<u>\$ 3,368,380</u>	<u>\$ 3,442,070</u>

Future maturities of long-term debt are as follows for the years ending June 30:

2014	\$ 108,809
2015	103,380
2016	85,000
2017	90,000
2018	95,000
Thereafter	<u>2,995,000</u>
	<u>\$ 3,477,189</u>

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

The bonds are secured by land, building, equipment, and certain revenues. Certain covenants must also be met in order to maintain compliance with the loan agreements, including:

- A. Maintenance of a 1.10 Debt Service Coverage ratio and a 0.04 Liquidity ratio.
- B. Maintenance of a Debt Service Reserve Fund.

9. **Restricted Net Assets and Net Assets Released from Restriction**

Since there are no restricted net assets, no net assets were released from restriction.

10. **Fair Values of Financial Instruments**

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

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and

- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

The carrying amounts of cash and cash equivalents approximate fair value because of the short maturity of those financial instruments and are considered Level 1 instruments.

#### 11. **Employee Benefit Plan**

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

#### 12. **Commitments and Contingencies**

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

For the years ended June 30, 2013 and 2012, the Agency received approximately 57% and 60%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Comprehensive Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds that can be taken as a grant or pledged in full or in part for leveraging matching federal Medicaid funds.

Lease Commitments

There were several long-term lease agreements for clinic space and equipment that expired July, 2013. Rent expense was \$85,035 for the year ended June 30, 2013.

13. **Beginning Net Assets Restatement**

Beginning net assets were increased by \$122,733 in order to properly reflect the prior year accounts payable balance.

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

ASSETS

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

LIABILITIES AND NET ASSETS

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

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidating Statement of Financial Position  
June 30, 2012

ASSETS	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Current Assets:						
Cash and cash equivalents	\$ 398,341	\$ 4,489	\$ 108,616	\$ 511,446	\$ -	\$ 511,446
Restricted cash	88,870	-	-	88,870	-	88,870
Accounts receivable, net	842,498	-	-	842,498	-	842,498
Other receivables	173,951	-	-	173,951	-	173,951
Prepaid expenses	54,331	-	-	54,331	-	54,331
Total Current Assets	<u>1,557,991</u>	<u>4,489</u>	<u>108,616</u>	<u>1,671,096</u>	<u>-</u>	<u>1,671,096</u>
Property and equipment, net	4,444,455	141,452	-	4,585,907	-	4,585,907
Finance costs, net	380,611	-	-	380,611	-	380,611
Total Assets	<u>\$ 6,383,057</u>	<u>\$ 145,941</u>	<u>\$ 108,616</u>	<u>\$ 6,637,614</u>	<u>\$ -</u>	<u>\$ 6,637,614</u>
LIABILITIES AND NET ASSETS						
Current Liabilities:						
Accounts payable	\$ 98,307	\$ -	\$ -	\$ 98,307	\$ -	\$ 98,307
Accrued payroll and related taxes payable	143,747	-	-	143,747	-	143,747
Accrued vacation	269,011	-	-	269,011	-	269,011
Accrued interest	48,440	-	-	48,440	-	48,440
Accrued expenses	28,084	-	-	28,084	-	28,084
Deferred revenue	12,000	-	-	12,000	-	12,000
Line of credit	200,000	-	-	200,000	-	200,000
Current portion of long-term debt	107,449	-	-	107,449	-	107,449
Total Current Liabilities	<u>907,038</u>	<u>-</u>	<u>-</u>	<u>907,038</u>	<u>-</u>	<u>907,038</u>
Non-Current Liabilities:						
Long-term debt, net of current portion	3,442,070	-	-	3,442,070	-	3,442,070
Total Liabilities	<u>4,349,108</u>	<u>-</u>	<u>-</u>	<u>4,349,108</u>	<u>-</u>	<u>4,349,108</u>
Net Assets - unrestricted	2,033,949	145,941	108,616	2,288,506	-	2,288,506
Total Liabilities and Net Assets	<u>\$ 6,383,057</u>	<u>\$ 145,941</u>	<u>\$ 108,616</u>	<u>\$ 6,637,614</u>	<u>\$ -</u>	<u>\$ 6,637,614</u>

See Independent Auditors' Report.

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

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

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Consolidating Statement of Activities  
For the Year Ended June 30, 2012

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
<u>Public Support and Revenues:</u>						
Public Support:						
Federal	\$ 872,657	\$ -	\$ -	\$ 872,657	\$ -	\$ 872,657
State of New Hampshire - BBH	84,607	-	-	84,607	-	84,607
State and local funding	47,400	-	-	47,400	-	47,400
Other public support	16,573	-	26,926	43,499	-	43,499
Total Public Support	<u>1,021,237</u>	<u>-</u>	<u>26,926</u>	<u>1,048,163</u>	<u>-</u>	<u>1,048,163</u>
Revenues:						
Program service fees, net	9,673,849	-	-	9,673,849	-	9,673,849
Other service income	335,457	-	-	335,457	-	335,457
Rental income	80,271	35,200	-	115,471	(35,200)	80,271
Other	38,960	21,717	117	60,794	-	60,794
Total Revenues	<u>10,128,537</u>	<u>56,917</u>	<u>117</u>	<u>10,185,571</u>	<u>(35,200)</u>	<u>10,150,371</u>
Total Public Support and Revenues	<u>11,149,774</u>	<u>56,917</u>	<u>27,043</u>	<u>11,233,734</u>	<u>(35,200)</u>	<u>11,198,534</u>
<u>Expenses:</u>						
BBH funded program services:						
Children	2,964,715	-	-	2,964,715	-	2,964,715
Elders	255,875	-	-	255,875	-	255,875
Vocational	298,887	-	-	298,887	-	298,887
Beaver Lake Lodge	792,337	-	-	792,337	-	792,337
Multi-Service	1,390,733	-	-	1,390,733	-	1,390,733
Acute Care	622,662	-	-	622,662	-	622,662
Independent Living	1,622,516	-	-	1,622,516	-	1,622,516
Assertive Community Treatment	433,134	-	-	433,134	-	433,134
Non-Specialized Outpatient	1,389,331	-	-	1,389,331	-	1,389,331
Non-BBH funded program services	255,213	40,797	14,453	310,463	(35,200)	275,263
Total Program Expenses	<u>10,025,403</u>	<u>40,797</u>	<u>14,453</u>	<u>10,080,653</u>	<u>(35,200)</u>	<u>10,045,453</u>
Administrative Expenses	898,004	-	-	898,004	-	898,004
Total Expenses	<u>10,923,407</u>	<u>40,797</u>	<u>14,453</u>	<u>10,978,657</u>	<u>(35,200)</u>	<u>10,943,457</u>
Change in net assets	226,367	16,120	12,590	255,077	-	255,077
Net assets at beginning of year, as restated	1,066,276	871,127	96,026	2,033,429	-	2,033,429
Intercompany	741,306	(741,306)	-	-	-	-
Net assets at end of year	<u>\$ 2,033,949</u>	<u>\$ 145,941</u>	<u>\$ 108,616</u>	<u>\$ 2,288,506</u>	<u>\$ -</u>	<u>\$ 2,288,506</u>

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
 SOUTHERN NEW HAMPSHIRE  
 D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
 Analysis of Accounts Receivable  
 For the Year Ended June 30, 2013

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 605,129	\$ 1,791,614	\$ (440,990)	\$ (1,415,397)	\$ -	\$ 540,356
Insurance companies	118,902	2,000,503	(469,778)	(1,498,464)	-	151,163
Medicaid	430,360	7,680,533	(1,023,378)	(6,631,868)	-	455,647
Medicare	59,580	678,881	(252,433)	(353,821)	-	132,207
Allowance	<u>(371,473)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(7)</u>	<u>(371,480)</u>
Totals	<u>\$ 842,498</u>	<u>\$ 12,151,531</u>	<u>\$ (2,186,579)</u>	<u>\$ (9,899,550)</u>	<u>\$ (7)</u>	<u>\$ 907,893</u>

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT  
Schedule of Program Revenues and Expenses  
For the Year Ended June 30, 2013

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
<b>Public Support:</b>													
Federal	\$ -	\$ -	\$ -	\$ 241,391	\$ 3,000	\$ -	\$ 670,213	\$ 3,000	\$ -	\$ 52,410	\$ 970,014	\$ -	\$ 970,014
State of New Hampshire - BBH	27,180	-	-	-	27,000	141,185	-	80,000	-	(52,410)	222,955	-	222,955
State and local funding	31,429	-	-	-	-	-	-	-	3,271	12,700	47,400	-	47,400
Other public support	1,628	-	-	-	-	-	-	-	-	5,607	7,235	-	7,235
<b>Total Public Support</b>	<b>60,237</b>	<b>-</b>	<b>-</b>	<b>241,391</b>	<b>30,000</b>	<b>141,185</b>	<b>670,213</b>	<b>83,000</b>	<b>3,271</b>	<b>18,307</b>	<b>1,247,604</b>	<b>-</b>	<b>1,247,604</b>
<b>Revenues:</b>													
Program service fees, net	3,508,017	442,315	273,006	573,983	1,921,160	266,613	1,305,639	418,028	1,016,569	239,622	9,964,952	-	9,964,952
Other service income	62,778	9,171	-	-	-	243,751	-	-	2,415	47,638	365,753	-	365,753
Rental income	833	-	-	80,463	833	833	-	-	833	(1)	83,794	-	83,794
Other revenues	2,286	290	145	399	3,980	369	3,854	629	1,758	3,089	16,799	2,341	19,140
<b>Total Revenues</b>	<b>3,573,914</b>	<b>451,776</b>	<b>273,151</b>	<b>654,845</b>	<b>1,925,973</b>	<b>511,566</b>	<b>1,309,493</b>	<b>418,657</b>	<b>1,021,575</b>	<b>290,348</b>	<b>10,431,298</b>	<b>2,341</b>	<b>10,433,639</b>
<b>Total Public Support and Revenues</b>	<b>3,634,151</b>	<b>451,776</b>	<b>273,151</b>	<b>896,236</b>	<b>1,955,973</b>	<b>652,751</b>	<b>1,979,706</b>	<b>501,657</b>	<b>1,024,846</b>	<b>308,655</b>	<b>11,678,902</b>	<b>2,341</b>	<b>11,681,243</b>
<b>Total Program Expenses</b>	<b>3,446,045</b>	<b>311,553</b>	<b>309,419</b>	<b>897,592</b>	<b>1,579,718</b>	<b>717,903</b>	<b>1,891,223</b>	<b>442,929</b>	<b>1,449,869</b>	<b>564,959</b>	<b>11,611,210</b>	<b>-</b>	<b>11,611,210</b>
<b>Net</b>	<b>\$ 188,106</b>	<b>\$ 140,223</b>	<b>\$ (36,268)</b>	<b>\$ (1,356)</b>	<b>\$ 376,255</b>	<b>\$ (65,152)</b>	<b>\$ 88,483</b>	<b>\$ 58,728</b>	<b>\$ (425,023)</b>	<b>\$ (256,304)</b>	<b>\$ 67,692</b>	<b>\$ 2,341</b>	<b>\$ 70,033</b>

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR  
SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT  
Schedule of Program Expenses  
For the Year Ended June 30, 2013

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
<b>Personnel Costs:</b>													
Salary and wages	\$ 2,184,378	\$ 195,272	\$ 185,205	\$ 452,483	\$ 986,652	\$ 474,358	\$ 806,814	\$ 240,934	\$ 910,043	\$ 312,808	\$ 6,748,947	\$ 575,861	\$ 7,324,808
Employee benefits	395,319	37,045	44,817	116,039	172,304	59,426	167,664	47,545	167,803	37,738	1,245,700	81,380	1,327,080
Payroll taxes	158,228	14,107	12,960	31,877	69,519	34,049	58,383	16,341	66,110	23,199	484,773	43,799	528,572
Accounting/audit fees	14,910	1,382	1,346	3,986	7,047	3,004	7,047	2,906	6,673	376	48,677	5,994	54,671
Advertising	1,902	134	224	520	767	428	855	321	740	382	6,273	855	7,128
Conferences, conventions, and meetings	2,293	156	148	389	795	460	932	3,056	1,666	2,432	12,327	10,736	23,063
Depreciation/Amortization	60,128	5,578	5,429	16,069	28,424	12,115	28,424	11,710	26,934	1,492	196,303	16,607	212,910
Equipment Maintenance	4,172	387	377	4,127	2,422	841	2,422	812	1,869	103	17,532	1,152	18,684
Equipment Rental	10,483	283	-	180	2,854	2,861	1,166	-	3,190	544	21,561	2,826	24,387
Insurance	20,862	1,936	1,884	7,633	11,918	4,203	9,863	4,063	9,345	517	72,224	6,602	78,826
Interest Expense	35,933	3,334	3,245	9,612	16,987	7,240	16,987	6,998	16,096	891	117,323	19,424	136,747
Legal fees	7,812	743	683	2,050	3,542	1,540	3,793	2,553	3,466	201	26,383	2,711	29,094
Membership dues	8,113	838	598	2,676	6,085	1,435	16,294	1,216	3,931	4,741	45,927	4,048	49,975
Occupancy expenses	52,788	9,775	417	66,075	37,168	12,230	482,072	3,836	42,348	32,201	738,910	22,392	761,302
Office expenses	46,403	2,242	4,114	7,746	22,790	13,364	20,740	5,595	21,291	10,090	154,375	28,779	183,154
Other expenses	4,407	304	178	528	2,338	1,550	1,788	421	2,949	6,121	20,584	6,379	26,963
Other professional fees	92,866	12,695	12,157	37,850	69,105	22,472	56,123	42,033	44,278	12,745	402,324	50,854	453,178
Program supplies	12,861	1,105	409	60,181	7,933	3,248	4,098	1,507	7,613	74,560	173,515	7,339	180,854
Travel	68,277	377	11,532	8,830	10,088	8,100	60,922	17,161	2,488	552	188,327	1,487	189,814
	3,182,135	287,693	285,723	828,851	1,458,738	662,924	1,746,387	409,008	1,338,833	521,693	10,721,985	889,225	11,611,210
Administrative Allocation	263,910	23,860	23,696	68,741	120,980	54,979	144,836	33,921	111,036	43,266	889,225	(889,225)	-
<b>Total Program Expenses</b>	<b>\$ 3,446,045</b>	<b>\$ 311,553</b>	<b>\$ 309,419</b>	<b>\$ 897,592</b>	<b>\$ 1,579,718</b>	<b>\$ 717,903</b>	<b>\$ 1,891,223</b>	<b>\$ 442,929</b>	<b>\$ 1,449,869</b>	<b>\$ 564,959</b>	<b>\$ 11,611,210</b>	<b>\$ -</b>	<b>\$ 11,611,210</b>

See Independent Auditors' Report.



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248567572  
Oct. 13, 2010 LTR 4168C E0  
02-0301530 000000 00

00013542  
BODC: TE

MENTAL HEALTH CENTER FOR SOUTHERN  
NEW HAMPSHIRE INC  
CLM CENTER FOR LIFE MANAGEMENT  
10 TSIENNETO RD  
DERRY NH 03038-1505



007323

Employer Identification Number: 02-0301530  
Person to Contact: Ms. Mueller  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Oct. 01, 2010, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1971.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

*Michele M. Sullivan*

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I



*Center for Life  
Management*

**BOARD OF DIRECTORS\* FY2014**

July 1, 2012 to June 30, 2015

**Elizabeth Roth**  
Chairperson

**Ron Lague**  
Vice Chairperson

**Wayne D. White**  
Secretary

**Philip Plante**

**Jeffrey Rind, MD**

**Gail Corcoran**

**Vic Topo**  
President & CEO

**Judi Ryan**

July 1, 2011 to June 30, 2014

**Susan Davis**

**Laura Nelson**

July 1, 2013 - June 30, 2016

**Vernon Thomas**

# VICTOR TOPO

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## President/Chief Executive Officer

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Successful 27-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

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

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## Professional Experience

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

**1999 – Present**

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

Key results:

- Consolidation of three outpatient offices into one newly constructed 28,000 sq. ft. facility.
- Established closer connection with surrounding community utilizing aggressive public relations strategy.
- Guided Board of Directors toward more accountability including higher expectation from management and individual board members.
- Initiated and created Fund Development which then led to creation of CLM Foundation.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer.
- Facilitated joint venture with Manchester Mental Health Center involving medical services.
- Created and implemented strategy to integrate mental health care with physical health care.
- In partnership with CIO, developed and successfully implemented first in the state Electronic Health Record (EHR) called webAISCE.

**Pathways, Inc. – Mentor, OH**

**1988 - 1999**

**Chief Executive Officer/Executive Director**

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

Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).

## VICTOR TOPO

-Page 2-

- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from \$38,000 in 1989 to \$431,210 in 1997.

### **Community Counseling Center – Ashtabula, OH Case Management Supervisor/Case Manager**

**1983-1988**

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

#### Key results:

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

### **Master of Social Work (MSW)**

West Virginia University, Morgantown, WV

### **Bachelor of Arts (BA)**

Siena College, Londonville, NY

### **Associate of Applied Science (AAS)**

Fulton-Montgomery Community College, Johnstown, NY

## **BOARD/LEADERSHIP POSITIONS**

**Heritage United Way – Board of Directors**

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

**Statewide Evidenced Based Practice Committee – Co-Chair**

**Greater Salem Chamber of Commerce – Board of Directors**

**Greater Derry/Londonderry Chamber of Commerce – Board of Directors**

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

**Greater Salem Leadership Program – Graduate, Class of 2001**

LISA K. MADDEN, MSW, LICSW

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**PROFESSIONAL EXPERIENCE**

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

***The Center for Life Management, Salem, NH***

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

- Establish and maintain integrated care model allowing for seamless access to services within agency and coordination of services with area healthcare providers and hospitals.
- Continuously improve accountability process, establish and maintain high standard of care and services provision.
- Responsible for monitoring clinical and administrative costs, revenue generation and development of annual operating budget.
- Assist the Chief Executive Officer in developing strategic plans, business development, facilities and capital usage.

***Consultant, 6/04 – 6/05***

***Lisa K. Madden, LICSW, LLC***

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

***Interim Clinic Director, 8/04 – 5/05***

***Wayside Youth and Family Support, Framingham, MA***

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

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Provided senior management with budget reforecast for FY '05 and will assist with the development of program budget for FY '06.

***Clinical Supervisor, 7/04 – 6/05***

***The Mentor Network, Lawrence MA***

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

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

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

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

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

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

***MSPCC, Hyannis, MA***

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

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

***Employee Assistance Professional, Clinical Social Worker, 9/93-7/95***

***North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA***

***Clinical Social Worker – Intern, 5/93-9/93***

***NECMHC, Inc., Newburyport/Haverhill, MA***

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

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

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

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

### **EDUCATION**

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

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

### **PROFESSIONAL LICENSE**

Licensed Independent Clinical Social Worker, MA # 1026094

*References available upon request.*

## MICHAEL J. BERGERON

**OBJECTIVE:** Executive level position within CLM Center for Life Management.

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

**EXPERIENCE:**

**CLM Center for Life Management, Salem, New Hampshire 9/99 to Present** VICE PRESIDENT & CHIEF FINANCIAL OFFICER. Administrative responsibility for Accounting, Accounts Receivable – Accounts Payable, Payroll, & Facilities/Operations. Primary responsibilities for fiscal management & reporting, budget development, monitoring and management, state & vendor contracting, employee benefits negotiations, facilities management and financing. 11/87 to 9/99 DIRECTOR, CASE MANAGEMENT SERVICES Complete administrative, operational, and supervisory responsibility for the initial development and ongoing management of discrete case management services within the context of a multi disciplinary treatment team model of community support programs. Led the expansion of this service to all children through elders, and guided the transformation from a fully funded program to a revenue generating one with \$1.4 million of annual billing and significant budget surpluses. Assisted with the design and development of customized network database system for case management clinical desk top applications. Responsible for State audits resulting in ninety-five plus percent contract compliancy ratings over the last five member of management council, budget committee, strategic planning group, missions statement work group, communication committee, TBS TQM initiative, and invited by the board to the CEO search committee.

**Hampstead Hospital, Hampstead, New Hampshire 1 0176 to 1 0187** SENIOR PSYCHIATRIC COUNSELOR Provided individual, group, and family counseling as well as milieu management services and staff training. Instrumental in the expansion of the counseling role and responsibility. Appointed senior counselor by the medical director in recognition of this initiative and overall performance.

**Prudential Insurance Company, Lawrence, Massachusetts 9/75 to 10/76** SPECIAL AGENT Sales and marketing of complete insurance portfolio including life, health, property-casualty, and retirement.

**Raytheon Company, Andover Massachusetts 5/73 to 3/75** GOVERNMENT PROPERTY COORDINATOR Management of utilization and disposition of government property, facilities, tooling, and test equipment in accordance with contract stipulations.

**Holy Family Hospital, Methuen, Massachusetts 6/70 to 6/72** PSYCHIATRIC COUNSELOR Provided individual, group, and family counseling. Assisted with other indicated medical procedures such as electroconvulsive therapy, and participated in milieu management and activities.

**EDUCATION:**

**New Hampshire College -Graduate School Of Business, Manchester, New Hampshire M.B.A. Degree -1987**

**Fitchburg State College -Graduate School Of Guidance And Counseling, Fitchburg, Massachusetts 18 Graduate Hours in Counseling Completed -1973**

**Nathaniel Hawthorne College, Antrim New Hampshire B.A. Degree -1971**

**LICENSES AND PROFESSIONAL AFFILIATIONS:**

\* Licensed Certified Social Worker Massachusetts License -3028 2 051 181

° Member In Good Standing National Association Of Social Workers

**REFERENCES:** Available upon request.

Barry C. Quimby

BARRY C. QUIMBY

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

**Experience:**

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

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

Barry C. Quimby

Harbor Homes, Inc., Nashua, New Hampshire

November 1993-June 2000

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

American Training, Lowell, Massachusetts

April 1998-December 1998

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

South Middlesex Opportunity Council, Framingham, Massachusetts

April 1992-April 1998

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

**Education:**

Keene State College, Keene, New Hampshire

Graduated May 1991

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

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

Elise J. Boudreau LICSW

**EDUCATION**

**LICSW**                      **State of New Hampshire**                      **2000**

**MSW**                              **Boston University School of Social Work**                      **1997**

**Graduate Intern**      **Child and Family Services**                      **1996**  
Provided child, family and couples therapy. Performed crisis intervention. Performed intake assessments and referred for appropriate services. Taught Parenting skills groups.

**Graduate Intern**      **Philbrook Children's Center, NH Hospital**      **1995**  
Acquired basic diagnostic and assessment skills. Interviewed patients and families. Performed and prepared psychosocial assessments. Conducted individual therapy with patients.

**BA Sociology**                      **St. Joseph's College, Standish, ME**                      **1990**

**WORK HISTORY**

**Center For Life Management**    **12/97 to Present**  
    **Clinical Supervisor**    **2/04 to Present**  
    **Clinician**    **1/09 to Present**  
    **Clinical Case Manager**    **12/97 to 1/09**  
    **Clinician-Child and Adolescent Services**                              **05/98 to 1/02**

**Clinical Supervisor:** duties involve providing clinical and administrative supervision to clinicians, case managers and FSS team leaders; review and approval of documentation including intakes, treatment plans, eligibilities and progress notes; program development; training new clinicians on process, clinical skills and documentation.

**Clinician:** duties involve overseeing the treatment team for consumers on the case load, developing the clinical treatment plan, assessing symptoms and functioning status to determine eligibility for state funded services, conducting intake assessments, conducting audits of clinical documentation to meet state standards, providing individual therapy to consumers with severe and persistent mental illness.

**Clinical Case Manager:** All of the duties of a clinician combined with referral for additional services, linkage with community resources, monitoring and maintenance of benefits, coordination with other agencies and community resources and supports.

**COURT APPOINTED SPECIAL ADVOCATES(CASA)-Volunteer** 9/93 to 5/97  
Advocacy and representation in court for abused and neglected children

# NICHOLAS D. PFEIFER, MSW, LADC

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## WORK EXPERIENCE

**Adult Outpatient Clinician.** *Center for Life Management, Derry, NH.* Provide psychotherapy for adult outpatient clients; Communicate with clinical and medical staff regarding clients and clinical practice; Conduct family therapy sessions; Complete intake assessments and evaluations on new clients; Form diagnostic formulations and individual service plans with clients; Provide individual and group supervision to agency employees and interns; Complete substance abuse assessments/evaluations; Attend staff meetings; Maintain clinical documentation; Establish and maintain relationships with referral sources and community supports. August 2007 - Present.

**Student Assistance Program Counselor.** *Second Start, Concord, NH.* Consult with staff and administration on issues related to policy, training, interventions, and education; Provide individual and group counseling to students; Complete substance abuse assessments/evaluations; Meet with families and provide education and support on various topics; Respond to student and school crises as needed; Attend staff meetings; Maintain clinical documentation; Establish and maintain relationships with local community agencies and organizations. March 2007 - July 2007.

**Residential Program Manager.** *WestBridge Community Services, Manchester, NH.* Coordinated staffing of residential dual disorders program to ensure required level of service to clients; Provided direct supervision to staff; Worked with other members of the leadership team to provide ongoing program development; Provided individual and group counseling; Facilitated and co-facilitate Family Education and Support sessions; Reviewed all admissions documentation for completeness; Ensured program compliance with local, state and federal regulations; Identified and took corrective actions to address maintenance issues with facility; Communicated with the treatment team daily on participant progress; Supported staff in understanding and assisting participant needs. October 2005 - February 2007.

**Residential Counselor.** *WestBridge Community Services, Manchester, NH.* Assisted clients with co-occurring disorders in working towards goals identified during intake process; Facilitated and co-facilitated group counseling/therapy sessions; Maintained working relationships with participants, families, agencies, and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. September 2005 - October 2005.

**Outpatient Therapist/LADC.** *Carroll County Mental Health, Wolfeboro, NH.* Performed formal substance abuse assessments for courts and multiple offender programs; Worked with clients on an ongoing basis and assisted with the development of treatment plans; Counseled clients in individual and family formats to work towards established goals; Maintained working relationships with agencies and resources; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies. August 2003 - August 2004.

**Program Supervisor.** *Child and Family Services, Manchester, NH.* Developed and supervised outpatient/intensive outpatient substance abuse treatment program; Recruited and trained program staff; Provided daily supervision of clinical team; Coordinated team's efforts for interdisciplinary approach to treatment; Facilitated team meetings and intra and inter agency communications; Oversaw the development of the treatment protocols and schedule of services; Reported to the Community Advisory Board on program development, service volume and resource allocation challenges; Worked closely with consulting medical services to insure that individual treatment plans were appropriate; Insured that all program counselors implemented individual treatment plans; Served as primary counselor for up to six clients, providing individual, group and family counseling; Documented and maintained individual client records; Supervised all clinical documentation by conducting chart program reviews. August 2002 - June 2003.

**Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Planned, implemented and managed staffing to ensure required level of service to clients; Ensured training and clinical supervision were provided; Directed and evaluated contract utilization and programming to meet requirements and achieve contract renewal; Ensured program compliance with local, state and federal regulations; Oversaw community mobilization and local fundraising activities; Developed budget and monitored and reported to supervisor on budget line items; Conducted and monitored the occurrence of case conferences and staff, safety, and quality assurance meetings; Led staff to understand and cooperatively undertake actions to meet client needs. January 2001 - August 2002.

**Assistant Program Director.** *Phoenix House, Phoenix Academy at Dublin, Dublin, NH.* Directly supervised clinical staff and provided and/or oversaw clinical staff training; Oversaw record keeping, caseload management, quality assurance, and utilization review as directed; Monitored balance of clinical, educational recreational, cultural, and public relations activities; Monitored the formulation and completion of treatment plans, progress notes, and group notes; Assisted in planning future programming, budgeting, and compliance with local, state, and federal regulations; Promoted the organization through positive role modeling and participation at special events; Managed a specific program.

### WORK EXPERIENCE (CON'T)

**Substance Abuse Counselor.** *Marathon/Phoenix House, The Lodge at Dublin, Dublin, NH.* Performed client screening, intake, orientation, and assessment functions necessary to complete admission; Assisted clients in development of individual treatment plans and monitored their progress; Counseled clients in individual, group, and family formats; Maintained working relationships with agencies, resources and families; Responded to client crises and emergencies; Documented developments and important events in accordance with clinical policies; Attended staff meetings, case conferences, and required trainings; Served as a role model through positive, appropriate conduct and participation at agency events. July 1997 - September 1999.

**Awake Overnight Counselor.** *Marathon/Phoenix House, The Lodge at Dublin, Dublin, NH.* Assisted residents with clinical issues as needed; Maintained professional relationship with clients; Conducted rounds of dormitory to assure the presence and safety of residents; Responded to emergency situations; Maintained records; Attended staff meetings; Served as a role model. May - July 1997.

**Counselor.** *Country Acres of New England, Gilsum, NH.* Provided consultation services to staff and administration pertaining to substance abuse; Facilitated a weekly group focusing on substance abuse and mental health issues with adolescent females; Maintained records to document weekly counseling sessions. September 1997 - September 1999.

**Child Development Specialist.** *Country Acres of New England, Gilsum, NH.* Assisted adolescent females with recovery goals utilizing counseling skills; Facilitated groups; Engaged in recreational activities with therapeutic value; Assisted residents with independent living skills; Transported residents to various destinations; Maintained professional records; Attended various meetings and workshops; Developed relationships with staff and residents. October 1995 - May 1997.

### EDUCATION

**Master of Social Work.** University of New Hampshire, Durham, NH. 2005.

**Bachelor of Arts in Personality/Social Psychology.** Keene State College, Keene, NH. 1997.

**Associate of Science in Human Services/Mental Health.** New Hampshire Technical Institute, Concord, NH. 1995.

### GRADUATE FIELD PLACEMENTS

Concord Hospital Employee Assistance Program (EAP). Concord, NH. September 2004 - May 2005.

Northern New Hampshire Mental Health and Developmental Services - Carroll County Mental Health. Wolfeboro, NH. September 2003 - May 2004.

### RELEVANT CERTIFICATIONS, TRAININGS & COMMITTEES

- License in Alcohol and Drug Counseling (LADC) - State of New Hampshire. Since 2002.
- Member of the National Association of Alcohol and Drug Abuse Counselors (NAADAC). Since 2003.
- Member of the New Hampshire Alcohol and Drug Abuse Counselors Association (NHADACA). Since 2003.
- Nonviolent Crisis Intervention - Certified Instructor. May 2000-2003; November 2006-2007.
- Facilitator for the State of New Hampshire Division of Alcohol and Drug Abuse Prevention and Recovery (DADAPR) Best Practices Workgroup on, "Implementing Best Practices for Adolescent Substance Abuse Treatment". November 2002.
- Quality Assurance Review Panel - Phoenix Houses of New England. November 2001.
- State of New Hampshire, Bureau of Child Care Licensing - Residential Rules Review Committee. February - June 2001.
- Quality Assurance Committee (residential adult and adolescent substance abuse programs) - Phoenix Houses of New England, Dublin, NH. January 2000 - August 2002.
- Internal Quality Improvement Reviewer - Phoenix Houses of New England. October 2000 - August 2002.
- Instructor at Keene State College (*Adventure Therapy & Experiential Learning as part of "Advanced Special Topics in Chemical Dependency"*). September 1999 - May 2001.

### REFERENCES

Available upon request.

**CONTRACTOR NAME**

Shelter Plus Care II

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vic Topo	President & CEO	\$141,335	0.0	
Michael Bergeron	Vice President & CFO	\$113,859	0.0	
Lisa Madden	Vice President & COO	\$108,680	0.005	\$543
Isabel Norian, MD	Medical Director	\$192,380	0.0	
Barry Quimby	HUD Coordinator/Program Manager	\$46,629	15.0	\$6,995

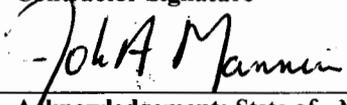
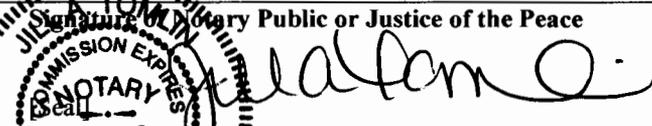
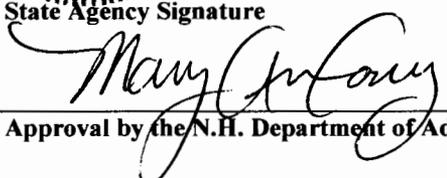
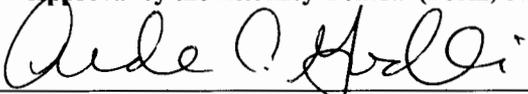
Subject: Continuum of Care Shelter Plus Care Program

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services Office of Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301	
<b>1.3 Contractor Name</b> Southwestern Community Services, Inc.		<b>1.4 Contractor Address</b> 63 Community Way P.O.Box 603 Keene, NH 03431-0603	
<b>1.5 Contractor Phone Number</b> (603) 352-7512	<b>1.6 Account Number</b> 05-95-42-423010-7927 102-500731	<b>1.7 Completion Date</b> June 30, 2015	<b>1.8 Price Limitation</b> \$266,660.00
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin		<b>1.10 State Agency Telephone Number</b> (603) 271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> John A. Manning Acting Chief Executive Officer	
<b>1.13 Acknowledgement:</b> State of <u>NH</u> , County of <u>Cheshire</u> On <u>4/7/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Notary Tomlin, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Mary Ann Cooney Associate Commissioner	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>5/7/14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**8. EVENT OF DEFAULT/REMEDIES.**

Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:

Date:

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Exhibit A

**SCOPE OF SERVICES**

**Shelter Plus Care Program**

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

1. Conditional Nature of Agreement

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

2. Services

- 2.1. The Contractor agrees to comply with the program narratives in the application submitted to HUD. The Contractor shall directly provide tenant-based subsidies to 23 or more homeless individuals and families, and the equivalent supportive services in accordance with the rules and regulations of HUD's Shelter Plus Care Program.
- 2.2. To be eligible for services, participant households must consist of at least one disabled member, and must be homeless as defined in HUD regulations 24 CFR 578. The Contractor must obtain and retain appropriate documentation.
- 2.3. The Contractor shall make all appropriate referrals as needed by applicants.
- 2.4. The Contractor shall maintain adherence to federal and state confidentiality laws and follow the Shelter Plus Care Policies and Procedures guide.
- 2.5. Over the one-year period, the Contractor shall provide the following services as outlined in the application for funding:
  - 2.5.1. Rental subsidies for 23 individuals and families in accordance with the rules and regulations of HUD's Tenant-Based Shelter Plus Care Program; and
  - 2.5.2. Supportive services as defined by 24 CFR 578 to each individual and/or family in an equivalent monetary value to the individual's and/or family's subsidy.

3. Program Reporting Requirements

3.1. The Contractor shall submit the following reports:

3.1.1. Annual Performance Report (APR): Within thirty (30) days after the Completion Date, an (APR) shall be submitted to the BHHS that summarizes the measured

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Exhibit A

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

3.1.2. Other Reports as requested by the State.

3.2. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.

3.3. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

4. Contract Administration

4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.

4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance. The Contractor shall cooperate fully and answer all questions during any periodic or special review of performance, or any inspection of program records or performance.

4.3. The Contractor shall inform BHHS of any staffing changes within 30 days of the change.

4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.

4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

5. Financial

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

5.1.1. Rental Subsidies;

5.1.2. Administrative costs

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

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4/7/14



Exhibit A

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

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

*gm*

*4/2/14*



Exhibit B

**METHOD AND CONDITIONS PRECEDENT TO PAYMENT**

**Shelter Plus Care Program**

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

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

NH General Fund: Not applicable  
Federal Funds:  
CFDA #: 14.238  
Federal Agency: U.S. Department of Housing & Urban Development  
Program Title: Shelter Plus Care Program  
Total Amount Supportive Housing Program;  
SFY15: not to exceed \$266,660

Funds allocation under this agreement for Shelter Plus Care Program;

Rental Subsidies: \$259,824.00  
Administrative costs: \$6,836.00  
Total program amount: \$266,660.00

1. Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for rental subsidies and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Shelter Care Plus Program, in an amount not to exceed \$266,660.00 and for the time period July 1, 2014 through June 30, 2015.
2. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.
  - 2.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean those costs associated with providing rental assistance for eligible clients, meet the requirements of 24 CFR 578, and are allowable as set forth in OMB Circular A-87.
  - 2.2. Payment of Project Costs: Subject to the General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to purchase from the Contractor the amount not to exceed the amount of 1.8 of the General Provisions of this Agreement. The State agrees to provide funds for rental subsidies for eligible clients and administrative costs that meet the requirements of 24 CFR 578 and any other applicable Shelter Plus Care regulations.
  - 2.3. Schedule of Payments: The Contractor shall submit monthly documentation of expenditures of federal funds for rental subsidies for eligible clients in such a fashion as to allow the State to draw down federal funds from the Line of Credit Control System (LOCCS) in a manner that enables the Contractor to issue checks to the landlords in a timely way.

*Jm*  
4/2/14



Exhibit B

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3. USE OF GRANT FUNDS.

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

4. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.

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

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**SPECIAL PROVISIONS**

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

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

*Jm*  
Date 4/7/14



- 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. **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

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Date 4/7/14



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

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

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
  - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000; and

*JM*  
4/7/14



**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



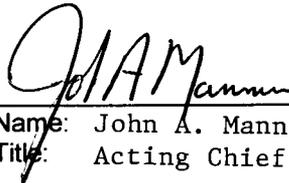
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

4/7/14  
Date

  
Name: John A. Manning  
Title: Acting Chief Executive Officer

Contractor Initials JM  
Date 4/7/14



**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

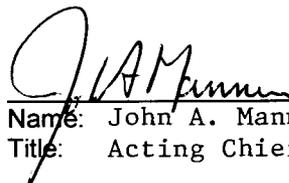
The undersigned certifies, to the best of his or her knowledge and belief, that:

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: Southwestern Community Services Inc.

4/7/14  
Date

  
Name: John A. Manning  
Title: Acting Chief Executive Officer



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

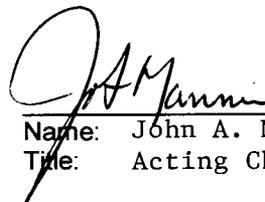
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
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

4/7/14  
Date

  
Name: John A. Manning  
Title: Acting Chief Executive Officer

Contractor Initials   
Date 4/7/14



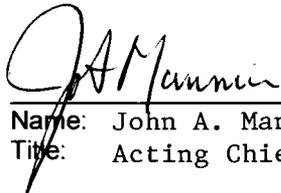
**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Southwestern Community Services Inc.

04/07/14  
Date

  
Name: John A. Manning  
Title: Acting Chief Executive Officer



**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: Southwestern Community Services Inc.

4/7/14  
Date

  
Name: John A. Manning  
Title: Acting Chief Executive Officer

Contractor Initials JM  
Date 4/7/14



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

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

**Definitions**

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.



**Use and Disclosure of Protected Health Information**

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
  - 2.1. For the proper management and administration of the Business Associate;
  - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
5. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**Obligations and Activities of Business Associate**

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
3. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

*Jm*  
4/7/14



6. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
7. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
8. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
9. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
10. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

#### Obligations of Covered Entity

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

#### Termination for Cause

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



**Miscellaneous**

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
3. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name: Southwestern Community Services Inc.

4/7/14  
Date

*John A. Manning*  
Name: John A. Manning  
Title: Acting Chief Executive Officer

State Agency Name:  
NH DHHS

4/28/14  
Date

*Mary Ann Cooney*  
Name: Mary Ann Cooney  
Title: Associate Commissioner



**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.

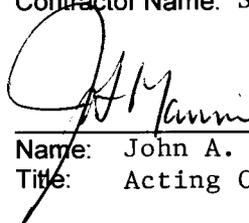
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Southwestern Community Services Inc.

4/7/14  
Date

  
Name: John A. Manning  
Title: Acting Chief Executive Officer



FORM A

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

1. The DUNS number for your entity is: 081251381
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: _____

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 SOUTHWESTERN COMMUNITY SERVICES, INC. is a New Hampshire nonprofit corporation formed May 19, 1965. 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 11<sup>th</sup> day of April A.D. 2014

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Elaine M. Amer/Clerk Secretary, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Southwestern Community Services, Inc.  
(Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 27, 2012:  
(Date)

**RESOLVED:** That the Acting Chief Executive Officer  
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 7th day of April, 2014.  
(Date Contract Signed)

4. John A. Manning is the duly elected Acting Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elaine M. Amer  
(Signature of the Elected Officer)

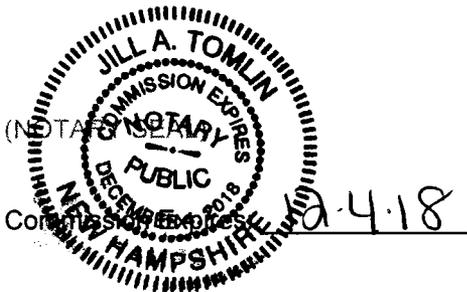
STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 7th day of April, 2014.

By Elaine M. Amer  
(Name of Elected Officer of the Agency)

Judith Tomlin  
(Notary Public/Justice of the Peace)



JM  
4/2/14



# **Mission Statement**

## **Southwestern Community Services**

**SCS** strives to **empower** low income people and families. **With dignity and respect**, **SCS** will provide direct assistance, reduce stressors and advocate for such persons and families as they lift themselves toward **self-sufficiency**.

In **partnership** and **close collaboration** with local communities, **SCS** will provide **leadership** and **support** to develop resources, programs and services to further aid this population.

**Ron L. Beaulieu & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

[www.rlbco.com](http://www.rlbco.com)  
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41 Bates Street  
Portland, Maine 04103

Tel: (207) 775-1717  
Fax: (207) 775-7103

**INDEPENDENT AUDITORS' REPORT**

June 20, 2012

To the Board of Directors of  
Southwestern Community Services, Inc.  
Keene, New Hampshire

We have audited the accompanying combined statements of financial position of Southwestern Community Services, Inc., as of May 31, 2011 and 2010, and the related combined statements of activities, functional expenses, and cash flows for the years then ended. These combined financial statements are the responsibility of Southwestern Community Services, Inc.'s management. Our responsibility is to express an opinion on these combined 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 combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the combined financial statements referred to above present fairly, in all material respects, the financial position of Southwestern Community Services, Inc. as of May 31, 2011 and 2010, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 20, 2012, on our consideration of Southwestern Community Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

*Ron L. Beaulieu & Co.*

Certified Public Accountants

**Southwestern Community Services, Inc.**

**Independent Auditors' Report and  
Management's Financial Statements**

**May 31, 2011**

**Ron L. Beaulieu & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

**SOUTHWESTERN COMMUNITY SERVICES, INC.**

**MAY 31, 2011**

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**Ron L. Beaulieu & Company**  
CERTIFIED PUBLIC ACCOUNTANTS

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Portland, Maine 04103

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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 combined financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the combined financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

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*Ron L. Beaulieu & Co.*

Certified Public Accountants

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF FINANCIAL POSITION**  
**MAY 31,**

	2011	2010
<b>CURRENT ASSETS</b>		
Cash	\$ 122,596	\$ 86,057
Accounts receivable (net)	1,879,509	2,017,522
Contracts receivable (net)	-	29,787
Prepaid rent	1,705	600
Total current assets	2,003,810	2,133,966
<b>FIXED ASSETS</b>		
Real estate	8,460,141	8,445,412
Vehicles and equipment	992,324	828,636
Furniture and fixtures	149,798	149,798
Total fixed assets	9,602,263	9,423,846
Less - accumulated depreciation	(2,081,030)	(1,740,425)
Net fixed assets	7,521,233	7,683,421
<b>OTHER ASSETS</b>		
Notes receivable, less current portion (net)	174,019	174,196
Investments	100,500	242,500
Due from related limited partnerships	661,578	664,703
Cash escrow funds	125,375	137,239
Other assets	729	89,535
Total other assets	1,062,201	1,308,173
<b>TOTAL ASSETS</b>	\$ 10,587,244	\$ 11,125,560
<b>CURRENT LIABILITIES</b>		
Accounts payable	616,626	1,017,679
Contracts payable	-	260,121
Accrued expenses	351,931	356,578
Other current liabilities	8,592	8,586
Deferred revenue	761,965	797,703
Line of credit	249,953	249,934
Note payable	-	117,000
Current portion of long-term debt	197,725	201,163
Total current liabilities	2,186,792	3,008,764
<b>LONG-TERM DEBT, less current portion</b>	5,302,013	5,433,904
<b>TOTAL LIABILITIES</b>	7,488,805	8,442,668
<b>NET ASSETS</b>		
Unrestricted	3,098,439	2,682,892
<b>TOTAL NET ASSETS</b>	3,098,439	2,682,892
<b>TOTAL LIABILITIES AND NET ASSETS</b>	\$ 10,587,244	\$ 11,125,560

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF ACTIVITIES**  
**YEARS ENDED MAY 31,**

	<u>2011</u>	<u>2010</u>
<b>REVENUES:</b>		
Grants and contracts	\$ 10,498,721	\$ 13,524,369
Program service fees	2,399,468	2,168,716
Rental income	670,405	527,461
Developer income	568,024	365,353
Contributions	473,434	209,436
Interest income	191	1,117
Miscellaneous	482,483	241,095
In-kind contributions	487,812	478,625
<b>TOTAL REVENUES</b>	<u>15,580,538</u>	<u>17,516,172</u>
<b>EXPENSES:</b>		
Program services:		
Home energy programs	5,069,553	7,471,691
Education and nutrition	2,397,493	2,735,557
Special needs	783,970	1,051,988
Family services	-	44,327
Housing and homeless services	4,435,755	2,244,985
Economic development services	496,633	260,291
Other real estate	-	4,031
Other programs	615,374	2,420,440
Total program services	<u>13,798,778</u>	<u>16,233,310</u>
Support services:		
Management and general	1,830,831	1,430,700
Total support services	<u>1,830,831</u>	<u>1,430,700</u>
<b>TOTAL EXPENSES</b>	<u>15,629,609</u>	<u>17,664,010</u>
<b>NON-OPERATING REVENUES AND EXPENSES</b>		
Gain on disposal of fixed assets	122,118	-
Gain on sale of investments	342,500	-
<b>TOTAL NON-OPERATING REVENUES AND EXPENSES</b>	<u>464,618</u>	<u>-</u>
<b>INCREASE (DECREASE) IN NET ASSETS</b>	415,547	(147,838)
<b>NET ASSETS - JUNE 1</b>	<u>2,682,892</u>	<u>2,830,730</u>
<b>NET ASSETS - MAY 31</b>	<u>\$ 3,098,439</u>	<u>\$ 2,682,892</u>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED MAY 31, 2011**

	Program Services				
	Home Energy Programs	Education and Nutrition	Special Needs	Family Services	Housing and Homeless Services
Payroll	\$ 603,061	\$ 988,846	\$ 461,170	\$ -	\$ 1,342,972
Payroll taxes	62,484	86,134	34,707	-	156,242
Payroll benefits	164,025	319,976	140,483	-	430,238
Retirement	47,716	57,216	18,610	-	114,621
Advertising	-	2,208	-	-	2,280
Bank charges	-	-	-	-	-
Computer cost	4,080	-	-	-	-
Contractual	620,355	14,797	3,850	-	549,990
Depreciation	7,902	27,959	3,520	-	128,120
Development costs	-	-	-	-	-
Dues/registrations	-	837	165	-	1,916
Duplicating	6,094	-	880	-	9,359
Insurance	8,583	8,298	5,508	-	86,116
Interest	-	-	-	-	284,488
Management fees	-	-	-	-	-
Meeting & conference	3,378	-	150	-	18,106
Miscellaneous expense	9,563	956	2,166	-	28,644
Equipment purchases	9,096	160	-	-	17,955
Office expense	44,961	12,772	637	-	28,648
Postage	15,769	-	180	-	11,468
Professional	500	-	-	-	15,779
Staff development & training	23,141	63	1,549	-	97,770
Subscriptions	-	-	-	-	100
Telephone	5,584	7,144	4,404	-	10,758
Fax	2	-	30	-	1,429
Travel	8,755	20,105	1,926	-	34,909
Vehicle	14,696	1,337	13,369	-	65,227
Space costs	38,588	221,564	36,341	-	340,010
Direct client assistance	3,286,978	-	-	-	6,392
Other direct program costs	84,242	139,309	54,325	-	652,218
In-kind expenses	-	487,812	-	-	-
<b>TOTAL EXPENSES</b>	<b>\$ 5,069,553</b>	<b>\$ 2,397,493</b>	<b>\$ 783,970</b>	<b>\$ -</b>	<b>\$ 4,435,755</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED MAY 31, 2011**

	Program Services			Support	Total Expenses
	Economic Development Programs	Other Real Estate	Other Programs	Management and General	
Payroll	\$ 230,391	\$ -	\$ 227,339	\$ 818,377	\$ 4,672,156
Payroll taxes	28,330	-	17,840	77,940	463,677
Payroll benefits	59,627	-	66,396	201,589	1,382,334
Retirement	14,714	-	5,958	69,250	328,085
Advertising	719	-	71	-	5,278
Bank charges	-	-	-	-	-
Computer cost	935	-	(501)	7,599	12,113
Contractual	-	-	3,000	167,145	1,359,137
Depreciation	-	-	-	172,018	339,519
Development costs	-	-	-	-	-
Dues/registration	-	-	8,333	5,570	16,821
Duplicating	983	-	9	26	17,351
Insurance	1,701	-	1,724	(15,453)	96,477
Interest	-	-	-	13,411	297,899
Management fees	-	-	-	-	-
Meeting & conference	-	-	10,909	31,851	64,394
Miscellaneous	1,490	-	141,091	45,277	229,187
Equipment purchases	358	-	2,825	1,337	31,731
Office expense	3,379	-	9,482	26,486	126,365
Postage	1,329	-	4,631	13	33,390
Professional	-	-	-	46,563	62,842
Staff development & training	1,761	-	1,450	27,728	153,462
Subscriptions	-	-	800	1,972	2,872
Telephone	2,758	-	1,142	4,260	36,050
Fax	16	-	29	-	1,506
Travel	16,812	-	11,901	7,166	101,574
Vehicle	-	-	41,416	396	136,441
Space costs	52,130	-	47,458	76,819	812,910
Direct client assistance	35,824	-	1,000	-	3,330,194
Other direct program costs	43,376	-	11,071	43,491	1,028,032
In-kind expenses	-	-	-	-	487,812
<b>TOTAL EXPENSES</b>	<b>\$ 496,633</b>	<b>\$ -</b>	<b>\$ 615,374</b>	<b>\$ 1,830,831</b>	<b>\$ 15,629,609</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED MAY 31, 2010**

	Program Services				
	Home Energy Programs	Education and Nutrition	Special Needs	Family Services	Housing and Homeless Services
Payroll	\$ 716,519	\$ 1,196,302	\$ 567,559	\$ 23,890	\$ 546,580
Payroll taxes	61,315	108,020	50,276	2,391	91,703
Payroll benefits	120,232	319,542	174,271	6,773	308,173
Retirement	42,303	73,243	19,255	342	83,262
Advertising	262	2,398	-	-	1,863
Bank charges	-	-	-	-	-
Computer cost	25,331	34,284	8,660	1,402	32,492
Contractual	868,265	15,549	13,265	-	168,257
Depreciation	7,902	36,527	3,520	-	37,947
Development costs	-	-	-	-	-
Dues/registrations	-	1,312	1,109	-	1,914
Duplicating	5,952	12,063	264	20	10,624
Insurance	11,059	10,757	3,123	-	34,311
Interest	-	19,776	1,429	-	3,218
Management fees	-	-	-	-	-
Meeting & conference	4,425	12,976	55	-	10,118
Miscellaneous expense	17,388	415	3,951	2,900	4,524
Equipment purchases	1,414	11,053	-	-	5,627
Office expense	63,668	9,971	4,128	904	24,442
Postage	12,985	3,089	544	8	9,969
Professional	500	-	-	-	5,295
Staff development & training	36,568	670	1,350	-	30,449
Subscriptions	-	(125)	-	-	-
Telephone	17,428	20,163	12,736	123	44,244
Fax	1,265	1,099	188	17	1,398
Travel	2,534	30,740	71,623	3,938	15,711
Vehicle	10,978	1,325	13,772	-	31,976
Space costs	47,245	105,283	40,105	1,535	197,971
Direct client assistance	5,362,796	3,660	-	-	278,740
Other direct program costs	33,357	226,840	60,805	84	264,177
In-kind expenses	-	478,625	-	-	-
<b>TOTAL EXPENSES</b>	<b>\$ 7,471,691</b>	<b>\$ 2,735,557</b>	<b>\$ 1,051,988</b>	<b>\$ 44,327</b>	<b>\$ 2,244,985</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENT OF FUNCTIONAL EXPENSES**  
**YEAR ENDED MAY 31, 2010**

	Program Services			Support	Total Expenses
	Economic Development Programs	Other Real Estate	Other Programs	Management and General	
Payroll	\$ 108,859	\$ -	\$ 525,420	\$ 658,021	\$ 4,343,150
Payroll taxes	8,749	-	90,714	49,029	462,197
Payroll benefits	22,159	-	225,014	150,110	1,326,274
Retirement	5,522	-	52,623	51,788	328,338
Advertising	211	-	1,152	-	5,886
Bank charges	-	-	-	-	-
Computer cost	1,105	-	122,863	22,641	248,778
Contractual	-	-	114,141	-	1,179,477
Depreciation	-	3,712	252,486	-	342,094
Development costs	-	-	-	-	-
Dues/registrations	-	-	464	10,840	15,639
Duplicating	397	-	1,166	5,682	36,168
Insurance	-	-	46,414	41,854	147,518
Interest	-	-	58,130	-	82,553
Management fees	-	-	-	-	-
Meeting & conference	-	-	14,828	44,138	86,540
Miscellaneous	-	-	190,021	27,889	247,088
Equipment purchases	-	-	19,296	-	37,390
Office expense	1,685	-	14,404	38,354	157,556
Postage	725	44	29,636	4,197	61,197
Professional	-	-	2,159	37,246	45,200
Staff development & training	600	-	24,410	20,930	114,977
Subscriptions	-	-	599	2,743	3,217
Telephone	3,786	-	65,879	11,527	175,886
Fax	133	-	239	245	4,584
Travel	8,955	-	34,064	5,298	172,863
Vehicle	-	-	35,044	20,559	113,654
Space costs	1,794	-	269,407	227,609	890,949
Direct client assistance	95,611	-	-	-	5,740,807
Other direct program costs	-	275	229,867	-	815,405
In-kind expenditures	-	-	-	-	478,625
<b>TOTAL EXPENSES</b>	<b>\$ 260,291</b>	<b>\$ 4,031</b>	<b>\$ 2,420,440</b>	<b>\$ 1,430,700</b>	<b>\$ 17,664,010</b>

See accompanying independent auditors' report and notes to financial statements.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**COMBINED STATEMENTS OF CASH FLOWS**  
**YEARS ENDED MAY 31,**

	2011	2010
<b>OPERATING ACTIVITIES</b>		
Change in net assets	\$ 415,547	\$ (147,838)
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	339,519	342,094
(Gain) / loss on sale of fixed assets	(122,118)	-
(Gain) / loss on sale of investments	(342,500)	-
Change in operating assets and liabilities:		
(Increase) decrease in accounts receivable	138,013	(506,542)
(Increase) decrease in contracts receivable	29,787	9,043
(Increase) decrease in prepaid rent	(1,105)	-
(Increase) decrease in due from related limited partnerships	3,125	(86,338)
(Increase) decrease in escrow funds	11,864	(19,141)
(Increase) decrease in other assets	88,806	(88,568)
Increase (decrease) in accounts payable	(401,053)	332,389
Increase (decrease) in contracts payable	(260,121)	94,228
Increase (decrease) in accrued expenses	(4,647)	213,225
Increase (decrease) in security deposits	6	3,985
Increase (decrease) in deferred revenue	(35,738)	147,463
Increase (decrease) in line of credit	20	-
<b>NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES</b>	<b>(140,595)</b>	<b>294,000</b>
<b>INVESTING ACTIVITIES</b>		
Purchase of fixed assets	(252,841)	(226,866)
Proceeds from sale of fixed assets	540,128	-
(Increase) decrease in notes receivable	177	3,065
Proceeds from sale of investments	142,000	-
<b>NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES</b>	<b>429,464</b>	<b>(223,801)</b>
<b>FINANCING ACTIVITIES</b>		
Proceeds from long-term debt	86,254	667,613
Payments on long-term debt	(221,584)	(809,735)
Payments on note payable	(117,000)	-
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<b>(252,330)</b>	<b>(142,122)</b>
<b>INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	<b>36,539</b>	<b>(71,923)</b>
<b>CASH AND CASH EQUIVALENTS - JUNE 1</b>	<b>86,057</b>	<b>157,980</b>
<b>CASH AND CASH EQUIVALENTS - MAY 31</b>	<b>\$ 122,596</b>	<b>\$ 86,057</b>
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>		
Cash paid during the year for:		
Interest	<b>\$ 297,899</b>	<b>\$ 82,553</b>

See accompanying independent auditors' report and notes to financial statements.

SOUTHWESTERN COMMUNITY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010

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

Organization

Southwestern Community Services, Inc. is an umbrella corporation that offers an array of services to the elderly, disabled, and low-income households in the Cheshire and Sullivan counties of New Hampshire. Various programs provide assistance in the areas of education, child development, employment, energy and its conservation, housing, and homelessness prevention. Services are provided through Southwestern Community Services, Inc., and its related corporations, SCS Management Corp. and SCS Housing, Inc. The organization is committed to providing respectful support service and assisting individuals and families in achieving self-sufficiency by helping them overcome the causes of poverty.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles and accordingly reflect all significant receivables, payables, and other liabilities. The financial statements include the accounts of Southwestern Community Services, Inc., SCS Management Corp., and SCS Housing, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements.

Fixed asset acquisitions

Fixed assets acquired by the Corporation are capitalized at cost and depreciated over their estimated useful lives on a straight-line or accelerated method. It is the policy of the Corporation to capitalize all fixed assets over \$5,000.

Deferred Revenue

The Corporation records grant and contract revenue as deferred revenue until it is expended for the purpose of the grant or contract, at which time it is recognized as revenue.

SOUTHWESTERN COMMUNITY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates

Management uses 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. Accordingly, actual results could differ from those estimates.

None of the estimates used in preparing the financial statements are considered significant.

Cash equivalents

For the purpose of the statement of cash flows, the Corporation considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

The contracts receivable allowance for doubtful accounts is based upon management's assessment of the credit history with customers having outstanding balances and current relationships with them.

The accounts receivable allowance for doubtful accounts is based upon an analysis of the aged accounts receivable listing.

The notes receivable allowance for doubtful accounts is based upon an analysis of the aged notes receivable listing.

In-kind Support

The Corporation records various types of in-kind support including professional services and materials. Contributed professional services are recognized if the service received creates or enhances long-lived assets or requires specialized skill, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donation. Contributions of tangible assets are recognized at fair value when received.

Advertising

The Corporation uses advertising to promote programs among the people it serves. The production costs of advertising are expensed as incurred.

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**MAY 31, 2011 AND 2010**

**NOTE 2 - CASH**

Southwestern Community Services, Inc., maintains its cash balances in various financial institutions. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000 for 2011 and 2010. The Corporation's uninsured cash balances totaled \$0 and \$0, respectively. It is the opinion of management that the solvency of the referenced financial institution is of no particular concern at this time. In addition, the agency utilizes sweep accounts and constantly monitors balances to minimize risks. Finally, direct federal funds such as Head Start are drawn down as needed, and are therefore not a substantial part of the cash balances at any one time.

**NOTE 3 - ACCOUNTS RECEIVABLE AND CONTRACTS RECEIVABLE**

Accounts and contracts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Allowance for doubtful accounts was estimated at \$0 and \$0, on May 31, 2011 and 2010.

**NOTE 4 - NOTES RECEIVABLE**

Notes receivable are stated at the amount that is expected to be collected at year-end.

The allowance for loan loss has been estimated at \$0 and \$0 as of May 31, 2011 and 2010, respectively.

**NOTE 5 - INVESTMENTS**

Investments are reported at their fair value at year end. Although the Corporation believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at year end.

The fair value measurement establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy has three levels which are described below.

*Level 1 Fair Value Measurements*

The fair values of investments are based on the quoted price reported on the active market for identical assets.

SOUTHWESTERN COMMUNITY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
MAY 31, 2011 AND 2010

NOTE 5 - INVESTMENTS (CONTINUED)

*Level 2 Fair Value Measurements*

The fair values of investments are based on the quoted price reported on the active market for similar assets, or they are based on the quoted price reported on a market that is not active for identical or similar assets.

*Level 3 Fair Value Measurements*

The fair value of certain investments is not actively traded and significant other observable inputs are not available. In this case, management decides what the best valuation technique to use is.

The investments of the Corporation consisted of the following as of May 31,:

			May 31, 2011		
Description	Cost	Fair Value	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Limited partnership	100,500	100,500	-	-	100,500
Total	\$ 100,500	\$ 100,500	\$ -	\$ -	\$ 100,500

			May 31, 2010		
Description	Cost	Fair Value	Quoted prices in active markets for identical assets (Level 1)	Significant other observable inputs (Level 2)	Significant unobservable inputs (Level 3)
Limited partnership	242,500	242,500	-	-	242,500
Total	\$ 242,500	\$ 242,500	\$ -	\$ -	\$ 242,500

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**MAY 31, 2011 AND 2010**

**NOTE 5 - INVESTMENTS (CONTINUED)**

The activities of the Corporation's investments account are summarized as follows:

	2011	2010
Fair Value - July 1	\$ 242,500	\$ 125,500
Investment income	-	-
Investment fees	-	-
Additions	-	117,000
Distributions	(484,500)	-
Realized gains (losses)	342,500	-
Unrealized gains (losses)	-	-
Fair Value - June 30	\$ 100,500	\$ 242,500

**NOTE 6 - LINE OF CREDIT**

An available \$250,000 revolving line of credit existed at years ending May 31, 2011 and 2010. Interest was charged at 4.00% and the outstanding balance at years end was \$249,953 and \$249,934, respectively.

**NOTE 7 - LONG-TERM DEBT**

Long-term debt consisted of the following as of May 31,:

	2011	2010
1.00% mortgage payable to NH Housing Finance Authority, secured by real estate, payable in monthly installments of \$891 including interest through 2032.	\$ 215,941	\$ 224,427
8.63% mortgage payable to bank, secured by real estate, payable in monthly installments of \$502 including interest through 2018.	-	26,302
Non-interest bearing mortgage payable to Community Development Finance Authority, secured by real estate, quarterly principal payments based on operating income formula applied to affordable housing portion of the specified real estate.	32,147	32,147
8.00% mortgage payable to bank, secured by real estate, payable in monthly installments of \$682 including interest through 2008. Balloon type note.	-	72,255

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**MAY 31, 2011 AND 2010**

**NOTE 7 - LONG-TERM DEBT (CONTINUED)**

	<u>2011</u>	<u>2010</u>
Variable interest rate note payable to bank, secured by real estate, payable in monthly installments of \$959 including interest through March 2021.	\$ 95,467	\$ 103,439
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	250,000	250,000
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	408,300	408,300
0.00% mortgage payable to NH Housing Finance secured by real estate. Payment is deferred for 30 years or until project is sold or refinanced.	550,000	550,000
8.00% note payable to bank, secured by equipment, payable in monthly installments of \$1,423 including interest through 2012.	1,536	17,695
8.00% note payable to bank, secured by equipment, payable in monthly installments of \$1,423 including interest through 2012.	1,536	17,695
9.40% note payable to bank, secured by vehicle, payable in monthly installments of \$366 including interest through 2012.	1,421	5,474
9.95% note payable to bank, secured by vehicle, payable in monthly installments of \$572 including interest through 2012.	2,370	8,995
10.70% note payable to bank, secured by vehicle, payable in monthly installments of \$393 including interest through 2012.	2,619	6,825
7.25% mortgage payable to bank, secured by real estate, payable in monthly installments of \$2,246 including interest through 2017.	249,998	259,275
10.00% note payable to bank, secured by vehicle, payable in monthly installments of \$407 including interest through 2013.	6,747	10,757
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$590 through 2013.	9,435	16,511
0.00% note payable to bank secured by vehicle, payable in monthly installments of \$421 through 2013.	7,150	12,197

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**MAY 31, 2011 AND 2010**

**NOTE 7 - LONG-TERM DEBT (CONTINUED)**

	2011	2010
4.375% note payable to Rural Housing Service, secured by real estate, payable in monthly installments of \$11,050 including interest through 2049.	\$ 2,453,654	\$ 2,367,400
0.00% note payable to Cheshire County, secured by real estate, payment is not necessary unless the Corporation defaults on the contract.	460,000	460,000
4.00% note payable to Railroad Land Development, LLC, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2013.	63,000	63,000
4.00% note payable to Monadnock Economic Development Corporation, secured by real estate, payable in interest only annual installments with a final balloon payment of entire principal balance in March of 2013.	45,000	45,000
14.65% note payable to GMAC, secured by personal property, payable in monthly installments of \$299 including interest through 2014.	7,682	9,760
5.2% note payable to bank, secured by real estate payable in \$2,769 monthly installments including interest through May of 2014. Beginning in May 2014 payments and interest will be adjusted every five years based on remaining principal balance and "Classic Advantage Rate" provided by Federal Home Loan Bank of Boston through May 2039.	485,332	492,746
Note payable to William A. Stowe, secured by real estate, payable in monthly installments of \$600. Of the \$600 payment, \$300 will be applied to interest and \$300 to principal until the balance is paid in full.	-	149,400
6.99% note payable to bank secured by vehicle, payable in monthly installments of \$560 through 2014.	20,403	25,467
5.95% note payable to a bank, secured by real estate, payable in monthly installments of \$934 including interest through 2031.	130,000	-
	\$ 5,499,738	\$ 5,635,067
Current portion	197,725	201,163
Long-term portion	5,302,013	5,433,904
	\$ 5,499,738	\$ 5,635,067

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**MAY 31, 2011 AND 2010**

**NOTE 7 - LONG-TERM DEBT (CONTINUED)**

Principal maturities of long-term debt in each of the next five years, are as follows:

2012	\$	197,725
2013		71,321
2014		67,429
2015		68,402
2016		71,476

**NOTE 8 - UNRESTRICTED NET ASSETS**

None of the Corporation's net assets are subject to donor-imposed restrictions. Accordingly, all net assets are accounted for as unrestricted net assets in accordance with ASC 958-210-45.

**NOTE 9 - OPERATING LEASES**

The following is a summary of the outstanding operating leases payable:

The Corporation leases five automobiles under non-cancelable lease agreements. The terms of the leases are as follows:

<u>Monthly payments</u>	<u>Expiration Date</u>
\$ 656	December 2012
668	September 2013
447	May 2012
440	September 2011
589	August 2012

Future minimum monthly payments under the leases are as follows:

2012	\$ 30,078
2013	14,375
2014	2,004
2015	-
2016	-

**SOUTHWESTERN COMMUNITY SERVICES, INC.**  
**NOTES TO FINANCIAL STATEMENTS**  
**MAY 31, 2011 AND 2010**

**NOTE 10 - LIMITED PARTNERSHIPS**

SCS Housing, Inc. is the general partner in fifteen limited partnerships formed to develop low-income housing projects through the use of Low Income Housing Tax Credits. Southwestern Community Services, Inc. and SCS Housing, Inc. have guaranteed repayment of partnership liabilities in the amount of \$24,107,219. Partnership real estate with a cost basis of approximately \$50,258,303 provides collateral on these loans.

**NOTE 11 - PENSION PLAN**

The Corporation has a defined contribution pension plan offering coverage to all of its employees. The pension expense for the years ended May 31, 2011 and 2010, was \$328,085 and \$328,338, respectively. The plan is a tax-sheltered annuity which is funded by a Corporation match of the employee's contributions.

**NOTE 12 - INCOME TAXES**

The Corporation qualifies as an organization exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Management believes there is no tax on unrelated business income, therefore no income tax provisions have been made in the accompanying financial statements.

**NOTE 13 - CONCENTRATION OF RISK**

A large percentage of the Corporations' revenues are from two contractors, the Federal Government and the State Government. It is always considered to be at least reasonably possible that any contractor could be lost in the near term, but management feels this risk is of no particular concern at this time.

**NOTE 14 - MANAGEMENT REVIEW**

Management has reviewed subsequent events as of June 20, 2012, the date the financial statements were available to be issued. At that time, there were no material subsequent events.

**Southwestern Community Services, Inc.    Board of Directors    - 2014 -**

**Elaine Amer**/*Clerk/Treasurer*

**Dave Edkins**

**David Hill**

**Leroy Austin**

**Beth Fox**

**Mary Lou Huffling**

**Anne Beattie**

**Raymond Gagnon**

**Peter (Sturdy) Thomas**

**Scott Croteau**/*Vice Chairperson*

**Senator Molly Kelly**

**Vacant**

**Penny Despres**

**Louis Gendron**

**Cathy Paradis**

**Daisy Heath**

**John Rider**

**Kevin Watterson**/*Chairperson*

# John A. Manning

**Summary** Over 30 years of experience with non-profit organizations, as both an outside auditor and presently Chief Financial Officer of a large community action agency.

**Experience** 1990–Present Southwestern Community Services Inc.  
Keene, NH

**Chief Financial Officer**

Oversees all fiscal functions for a community action agency providing services to low and moderate income individuals. Programs include Head Start, Fuel Assistance, and multiple affordable housing projects. Supervises a staff of 7, with an agency budget of over \$ 13,000,000. Also oversees agency property management department, which manages over 300 units of affordable housing.

1985-1995 Keene State College Keene, NH

**Adjunct Professor**

Taught evening accounting classes for their continuing education program.

1978-1990 John A. Manning, Keene, NH

**Certified Public Accountant**

Provided public accounting services to small and medium sized clients, including multiple non-profit organizations. Performed certified audits on several clients, including Head Start and other non-profit clients

1975-1978 Kostin and Co. CPA's West Hartford, Ct.

**Staff Accountant**

Performed all aspects of public accounting for medium sized accounting firm. Audited large number of privately held and non-profit clients.

**Education** 1971–1975 University of Mass. Amherst, Ma.  
▪ B.S. Business Administration in Accounting

**Organizations** American Institute of Certified Public Accountants  
NH Society of Certified Public Accountants

## WILLIAM A. MARCELLO

### Work Experience:

*November 1977 – Present*

#### ***Southwestern Community Services, Inc., Executive Director***

Responsible for overall supervision, management, monitoring, and fiscal review of 35 Social Service Programs providing services to low-income, elderly, and disabled residents of Sullivan and Cheshire counties in New Hampshire.

#### *Funding:*

Federal, Private Grants, and State and Local Government funding from more than 50 sources, totaling over \$7,000,000 cash flow per yearly basis.

#### *Affordable Housing Program:*

Number of Housing Units: 180 Family and Elderly  
Commercial Space: Four properties (150,000 sq. ft. of rental space)  
Project Funding: Over \$21,000,000

#### *Staff Size:*

Senior Staff: 10 Managers  
Agency Staff: 150

*September 1974 – November 1977:*

#### ***SCS, Inc., Deputy Director***

Designed, implemented and directed:

- 1) *Women's, Infants' and Children's (WIC) Program:*  
Presently 12 staff, 2,600 participants and funded at:  
Program Support - \$300,000                      Food Vouchers - \$1,500,000
- 2) *Food Stamp Distribution Program:*  
7 Staff, 3,000 households, funded at:  
Program Support - \$175,000                      Food Stamps Issued - \$2,400,000

*February 1969 – September 1974:*

Involved in Education / Counseling Programs for the Agency:

1970 – 75      Head Start Director:  
Three Centers, 140 Children ages 3-5  
1971 – 1975      Director, Sullivan / Cheshire County Day Care Program  
Three Centers, 68 Children ages 3-5

- 1973 – 1975 Education Coordinator – Head Start Program, Day Care Program
- 1974 Summer Director Neighborhood Youth Corps Program  
350 Low-income youths, 10 Counselors
- 1973 Director Adult Continuing Education Program
- 1969 – 1970 Head Start Teacher – 5-year-olds Class  
21 Low-income youths, 1 Teacher Aide
- 1969 Summer Neighborhood Youth Corps Program Counselor  
90 Teenagers, Cheshire County

Education:

- 1970 – 1971 University of Massachusetts, Amherst  
Masters Program – Early Childhood Education  
15 Credits
- 1966 – 1969 Keene State College, Keene, NH  
Bachelor of Education, 1969

Organizations:

Active participation in numerous civic and professional organizations, locally, statewide and throughout New England.

# **Laurie J. Tyler**

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## **Qualifications**

Successful fundraising and grant writing skills  
Managing multiple Housing Units and Programs  
Twenty years experience in leadership and administration  
Strong written and oral communication ability  
Strong work ethic and a self-driven passion for the cause

## **Professional Experience**

**Director of Homeless Services Program Development** December 2000 – present  
Southwestern Community Services, Inc., Keene, NH

- Directed and maintained staff of 16 employees and volunteers while overseeing six homeless shelters with 140+ beds within two counties. Assure quality of services provided for up to 500 Homeless individuals/families with shelter and/or voucher programs.
- Grant writing for programs such as LTTHP, SCLTTHP, EHS, SSVF, Rapid Re-housing S+C, etc. Have been awarded more than \$2.5mil in Grants that are renewed via competitive proposals.
- Brick & Mortar Federal Grants for Construction/Acquisitions Monies. Awarded more than \$2.3mil in monies for Shelter, PHP and 2<sup>ND</sup> Chance Programs.
- Fund Raising Charitable Contributions. Worked with business and agencies (FEMA, PSNH, Monadnock United Way, Walmart, Sprinkler Funds and Private Donors) to receive in excess of \$130k in miscellaneous awards and private donations.
- Experienced with Grants that are renewed via competitive proposals, fundraising programs and compliance reporting (to include private/public foundations, local/state/federal government)
- Assure compliance with Federal, State, Local, legal and funding requirements. Participate in Community/Professional Networking events including conference trainings and public speaking.

**Administrative Assistant/Assistant Office Manager** May 1995 – Jan 2001  
Monadnock Area Psychotherapy & Spirituality Services, Keene, NH

- Manage office staff and maintenance employees. Coordinate and manage efficient procedures for successful office operations and client intake and assignment administration
- Monitor cash flow by managing accounts receivable and accounts payable.
- Establish and maintain successful billing and tracking system. Prepare and analyze monthly and yearly financial statements to include yearly budget preparation.

**Office Manager** 1988-1995  
Khouw & Post Professional Association, Keene, NH

- Prepared and analyzed monthly and yearly financial statements. Monitored cash flow by managing accounts receivable and accounts payable.
- Trained and supervised clerical staff. Managed and monitored personnel policies and benefits.

## **Education**

- **Bachelor of Science, Management**, Franklin Pierce College, Keene, NH
  - 3.68 G.P.A., Magna Cum Laude, Management Departmental Honors
- **Giving Monadnock Non-Profit Fundraising Institute**, Antioch College, Keene, NH
  - Certification on stimulating, promoting, and inspiring an increased level of philanthropy.
- **Leadership Development Training**, Tad Dwyer, Keene, NH

## **Other**

- Experienced with both IBM PC's and Macintosh Computers with proficiencies in MS Word, Quickbooks, and Excel.
- Annual trainings in CPI, Blood borne Pathogens, Mental Health, Substance Abuse, Brain Injuries, Military Culture, Housing 101, Case Management, etc.
- Published article in college science textbook.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
John A. Manning	Acting Chief Executive Officer	\$107,016	0.00%	\$0.00
William A. Marcello	Chief Executive Officer	\$117,353	0.00%	\$0.00
Laurie Tyler	Program Director	\$ 44,616	0.00%	\$0.00

*JM*  
4/7/14