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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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November 15, 2013

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

RETROACTIVE

100% Federal funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Homeless and Housing Services to enter into a **retroactive** agreement with Center for Life Management, (Vendor #174116-P001), to provide Supportive Housing services to homeless individuals, in an amount not to exceed \$513,807. This amount represents an award effective retroactive to July 1, 2013 upon Governor and Council approval, through June 30, 2014.

Funds are available in the following accounts in State Fiscal Years 2014 upon the availability and continued appropriation of funds in the future operating budgets with the authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

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

Fiscal Year	Appropriation Class/Object	Class Title	Total
2014	05-95-42-423010-7927 102-500731	Contracts for program services	\$513,807

EXPLANATION

This request is **retroactive** because the Department encountered a delay in issuing this contract to the vendor.

Pursuant to this Agreement the vendor will be providing services to support homeless individuals and families through the US Department of Housing and Urban Development funded Supportive Housing program.

Through the US Department of Housing and Urban Development funded Supportive Housing program the vendor will provide a comprehensive supportive services network to provide for the unmet housing needs of individuals and will promote the ability of participants to live more independently. This service was subject to the US Department of Housing and Urban Development application and award

process. Funds are administered by the Department. Funds from the Department of Housing and Urban Development Supportive Housing, Permanent Housing for the Homeless program are made available via the Continuum of Care process for communities seeking these funds.

In 1994, with input from providers throughout the country, the Department of Housing and Urban Development developed the Continuum concept to support communities in their efforts to address the problems of housing and homelessness in a coordinated, comprehensive, and strategic fashion. The Continuum 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; and
3. An opportunity to submit an application to the Department of Housing and Urban Development for resources targeting housing and support services for homeless individuals and families.

The Department of Housing and Urban Development scores the application and awards funding based on their criteria. The Bureau of Homeless and Housing Services receives notification of the awards from the Department of Housing and Urban Development several months later. Although law does not mandate the Continuum, the process must be followed to access funding.

The vendor is one of eleven (11) New Hampshire agencies receiving a competitive award for renewal funding. This funding supports the Center for Life Management, that provides a supportive housing program for disabled individuals within its service area.

The Bureau 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; and
- 3) All providers funded for shelter, transitional 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 not approve this requests, shelter and homeless prevention resources for people who are homeless may not be available in this community, and there will be an increase in demand for services placed upon the region's local welfare authorities. Further, an ongoing project may not be able to continue, causing 35 individuals with disabilities and their families to become homeless. People who are without housing and resources will resort to seeking shelter in places not fit for people to live, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for 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.

Area served: Atkinson, Chester, Danville, Derry, Hampstead, Newton, Pelham, Plaistow, Salem, Sandown and Windham

Source of funds: 100% Federal Funds.

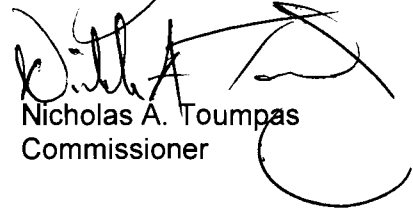
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

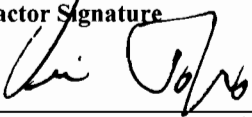
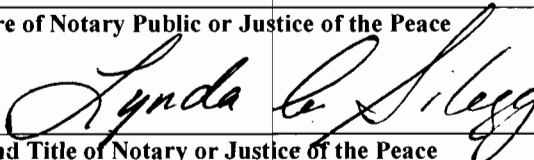
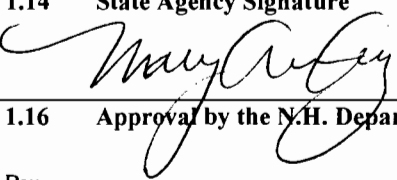
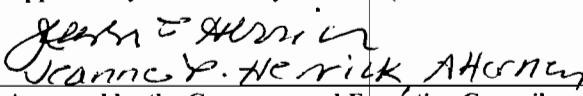
Subject: Supportive Housing Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Center For Life Management		1.4 Contractor Address 10 Tsienneto Rd Derry, NH 03038	
1.5 Contractor Phone Number (603) 434-1577	1.6 Account Number 05-95-42-423010-7927	1.7 Completion Date June 30, 2014	1.8 Price Limitation \$513,807.00
1.9 Contracting Officer for State Agency Maureen U. Ryan, Bureau Administrator		1.10 State Agency Telephone Number (603) 271-9197	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Vic Topo, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>11/7/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace LYNDAA A. SILEGY Notary Public - New Hampshire My Commission Expires August 19, 2014			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Mary Ann O'Conery Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Attorney On: <u>14 NOV. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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


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

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

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

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

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

Contractor Initials: 
Date: 11/7/2013

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.


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

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

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

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

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

Contractor Initials: 
Date: 11/7/2013

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

Supportive Housing Program

1. Services
 - 1.1. Based on the continued receipt/availability of federal funds from the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, the Contractor shall provide a permanent housing program that shall serve fifteen (15) homeless individuals at the Beaver Lake Lodge location and twenty (20) homeless individuals at PH 1.
 - 1.2. The goal of this program is to facilitate the movement of homeless individuals to permanent housing and maximum self-sufficiency.
 - 1.3. To be eligible for contract services, individuals must be homeless as defined in HUD regulations. The Contractor must obtain and retain appropriate documentation.
 - 1.4. The Contractor shall provide these services according to HUD regulations as outlined in Public Law 102-550, the SHP Desk Guide, and other written HUD policies and directives.
 - 1.5. Each program participant shall have an employment assessment and employment goals included in the individual service plan, as appropriate.
2. Program Reporting Requirements
 - 2.1. The Contractor shall submit the following reports:
 - 2.1.1. Quarterly Progress Reports: Quarterly progress reports shall include the number of participating individuals at the end of the quarter, the number of vacancies at the end of the quarter, the number of individuals who have left the project during the quarter, the number of new individuals who entered the project during the quarter, the status of Project Activities performed, the outlook for completion of the remaining Project Activities prior to the completion Date, and the changes, if any, which need to be made in the Project or Project Activities. Quarterly reports shall be submitted to the Bureau of Homeless and Housing Services (BHHS). Quarterly reports are due no later than thirty (30) days after the conclusion of the quarter.
 - 2.1.2. Annual Progress Report: Within thirty (30) days after the Completion Date, an Annual Progress Report (APR) shall be submitted to the BHHS that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Progress Report shall be in the form required or specified by the State.
 - 2.1.3. Other Reports as requested by the State.
 - 2.2. All programs under this contract that are emergency shelters, transitional programs or permanent programs 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>.
 - 2.3. 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.
3. Contract Administration
 - 3.1. 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.
 - 3.2. 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.
 - 3.3. The Contractor shall inform BHHS of any staffing changes.



11/7/2013



Exhibit A

- 3.4. 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.
 - 3.5. 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.
4. Financial
- 4.1. Based on the continued receipt/availability of federal funds, the Contractor shall utilize Supportive Housing Program agreement value specified in Exhibit B of this agreement from the HUD Supportive Housing Program, for contract services.
 - 4.1.1. Operating expenses;
 - 4.1.1.1. Eligible operating expenses include maintenance and repair of housing, property taxes and insurance (including property and car), scheduled payments to reserve for replacement of major systems of the housing (provided that the payments must be based on the useful life of the system and expected replacement cost), building security for a structure where more than fifty percent of the units or area is paid for with grant funds, utilities (including electricity, gas and water), furniture and equipment.
 - 4.1.1.2. Ineligible costs include rental assistance and operating costs in the same project, operating costs of emergency shelter- and supportive service-only facilities, maintenance and repair of housing where the costs of maintaining and repairing the housing are included in the lease.
 - 4.1.2. Supportive services.
 - 4.1.2.1. Eligible supportive services costs must comply with all HUD regulations in 24 CFR 578.53. Eligible services are available to those individuals actively participating in the permanent housing program.
 - 4.1.2.2. Eligible costs include mental health services, case management services, salaries of Contractor staff providing supportive services, reasonable one-time moving costs (truck rental and hiring a moving company), child-care costs for establishing and operating child care, and providing child-care vouchers for children from families experiencing homelessness (including providing meals and snacks and comprehensive and coordinated developmental activities), education services, employment assistance and job training skills, housing search and counseling services, legal services (fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing), outpatient health services, transportation services, and utility payments.
 - 4.1.2.3. Ineligible costs include staff training, fundraising, conference attendance, and court fines incurred by participants.
 - 4.1.3. Long-Term Rental Assistance
 - 4.1.3.1. Grant funds may be used for rental assistance for homeless individuals and families. Rental assistance cannot be provided to a program participant who is already receiving rental assistance, or living in a housing unit receiving rental assistance or operating assistance through other federal, State, or local sources.
 - 4.1.3.2. The rental assistance may be long-term, for longer than 24 months of rent and must be administered in accordance with the policies and procedures established by the Continuum as set forth in 24 CFR 578.7(a)(9) and 24 CFR 578.51.
 - 4.1.3.3. Rental assistance must be administered by someone other than the Contractor. The Contractor must have a Memorandum of Understanding (MOU), with a State, unit of general local government, or a public housing agency.

JS
11/7/2013



Exhibit A

- 4.1.3.4. Grant funds may be used for security deposits in an amount not to exceed 2 months of rent. An advance payment of the last month's rent may be provided to the landlord, in addition to the security deposit and payment of first month's rent.
- 4.1.3.5. Rental assistance will only be provided for a unit if the rent is reasonable. The contractor must determine whether the rent charged for the unit receiving rental assistance is reasonable in relation to rents being charged for comparable unassisted units, taking into account the location, size, type, quality, amenities, facilities, and management and maintenance of each unit.
- 4.1.3.6. The Contractor may use grant funds in an amount not to exceed one month's rent to pay for any damage to housing due to the action of a program participant. This shall be a
- 4.1.3.7. Housing must be in compliance with all State and local housing codes, licensing requirements, the Lead-Based Paint Poisoning Prevention Act, and any other requirements of the jurisdiction in which the housing is located regarding the condition of the structure and operation of the housing or services.
- 4.1.3.8. The Contractor must provide one of the following types of rental assistance: Tenant-based, Project-based, or Sponsor-based rental assistance as described by HUD in 24 CFR 578.51.
 - 4.1.3.8.1. Tenant-based rental assistance is rental assistance in which program participants choose housing of an appropriate size in which to reside. When necessary to facilitate the coordination of supportive services, recipients and sub recipients may require program participants to live in a specific area for their entire period of participation, or in a specific structure for the first year and in a specific area for the remainder of their period of participation.
 - 4.1.3.8.2. Sponsor-based rental assistance is provided through contracts between the recipient and sponsor organization. A sponsor may be a private, nonprofit organization, or a community mental health agency established as a public nonprofit organization. Program participants must reside in housing owned or leased by the sponsor.
 - 4.1.3.8.3. Project-based rental assistance is provided through a contract with the owner of an existing structure, where the owner agrees to lease the subsidized units to program participants. Program participants will not retain rental assistance if they move.
 - 4.1.3.8.4. For project-based, sponsor-based, or tenant-based rental assistance, program participants must enter into a lease agreement for a term of at least one year, which is terminable for cause. The leases must be automatically renewable upon expiration for terms that are a minimum of one month long, except on prior notice by either party.
- 4.1.4. Administrative costs.
Administrative costs include: Preparing program budgets, schedules and amendments, developing systems for assuring compliance with program requirements, developing interagency agreements and agreements with sub recipients and contractors to carry out program activities, preparing reports and other documents related to the program for submission to HUD, evaluating program results against stated objectives, travel costs incurred for official business in carrying out the program, administrative services performed under third party contracts or agreements (including such services as general legal services, accounting services, and audit services), and other costs for goods and services required for administration of the program (including such goods and services as rental or purchase of equipment, insurance, utilities, office supplies, and rental and maintenance, but not purchase, of office space).
- 4.2. The Contractor shall provide sufficient matching funds, as required by HUD regulations and policies described in 24 CFR 578.73 (a) (b) (c).

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11/7/2013

**New Hampshire Department of Health and Human Services
Supportive Housing Program**



Exhibit A

-
- 4.2.1. The contractor must match all grant funds except for leasing funds, with no less than twenty-five percent of funds or in-kind contributions from other sources.
 - 4.2.2. Match requirements are to be documented with each payment request.
 - 4.3. The Contractor shall only be reimbursed for those costs designated as eligible and allowable costs as stated in Section 4.1. The Contractor must have written approval from the State prior to billing for any other expenses.
 - 4.4. The Contractor may charge program participants rent and utilities (heat, hot water); however, the amount charged may not exceed the maximum amounts specified in HUD regulations (24 CFR 583.315). Other services such as cable, air conditioning, telephone, Internet access, cleaning, parking, pool charges, etc. are at the participant's option.
 - 4.5. The contractor shall have any staff charged in full or part to this contract or counted as match complete weekly or bi-weekly timesheets.

JS

11/7/2013



METHOD AND CONDITIONS PRECEDENT TO PAYMENT

Supportive Housing Program

The following financial conditions apply to the scope of services as detailed in Exhibit A – Supportive Housing 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 #: 14.235
Federal Agency: U.S. Department of Housing & Urban Development
Program Title: Supportive Housing Program
Total Amount Supportive Housing Program;
SFY14: not to exceed \$513,807

Funds allocation under this agreement for Supportive Housing Program for PH I;

Supportive services: \$45,000.00
Long-Term Rental Assistance \$208,560.00
Administrative costs: \$7,895.00
Total program amount: \$261,455.00

Funds allocation under this agreement for Supportive Housing Program for Beaver Lake Lodge;

Supportive services: \$63,386.00
Operating expenses: \$180,724.00
Administrative costs: \$8,242.00
Total program amount: \$252,352.00

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 operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development (HUD) Supportive Housing Program, in an amount not to exceed and for the time period specified above.

2. REPORTS.

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
- 2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE.

- 3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time

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11/7/2013



Exhibit B

- to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.
- 3.2. **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 fund the Contractor for operations, supportive services, leasing and administration utilizing funds provided through the U.S. Department of Housing and Urban Development Supportive Housing Project, Permanent Housing for the Handicapped Homeless (Public Law 102-550) in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. **Review of the State Disallowance of Costs:** At any time during the performance of the Services, and upon receipt of the Quarterly Reports, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture pursuant to 24 CFR Subsection 576.55. The funds authorized to be expended under this Agreement shall be used only for operations, supportive services, leasing and administration or reimbursement for expenditures for operations, supportive services, leasing and administration, provided by the Contractor for the project period and operating years of the Supportive Housing Program as approved by HUD and in accordance with the Supportive Housing Program Regulations, published at 24 CFR Part 583.
4. **USE OF GRANT FUNDS.**
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the Supportive Housing Program as specified in this Exhibit, as defined by HUD under the provisions of P.L. 102-550 and applicable regulations.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. **CONTRACTOR FINANCIAL MANAGEMENT SYSTEM.**
- 5.1. **Fiscal Control:** The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

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11/7/2013



Exhibit C

Special 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. Add the following to Paragraph 5:
 - 5.5. Upon execution of the Contract and satisfaction by the Contractor of any conditions in the Notification of Funding Approval, the State shall provide the Contractor with the funds, in accordance with EXHIBIT B of this Contract Agreement, in the amount specified in the attached Notification of Funding Approval.
 - 5.6. Funds obligated under this Contract shall not be increased but may be decreased in accordance with this Contract and 24 CFR 841.400(b) and (c).
3. Add the following to Paragraph 6.1:
 - 6.1. In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, country, or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights, equal opportunity and housing laws, Section 101 (g), P.L. 99-500, Title VIII of the Civil Rights Act of 1968, and Executive Order No. 11063, as implemented by the regulations at 24 CFR Part 107.
4. Add the following to Paragraph 6.:
 - 6.4. The Contractor certifies as follows:
 - 6.4.1. that the grant funds provided pursuant to this Contract shall be used in accordance with the requirements and provisions of this Contract, the Supportive Housing Program regulations, and the Application including the Fair Housing and Equal Opportunity Certifications and the Applicant Certifications contained in Exhibit 4 of the Application;
 - 6.4.2. that the grant funds shall not be used to replace State or local assistance program funds used to assist homeless persons during the calendar year preceding the date of the Application or were designated for such use through an official action of the applicable governmental entity during the calendar year preceding the date of the Application;
 - 6.4.3. that no more than five percent of the grant funds may be used for administrative expenses;
 - 6.4.4. that, except as provided at 24 CFR Subsection 573.33(1)(4)(ii), the Contractor shall not:
 - 6.4.4.1. conduct renovation, major rehabilitation, or conversion of any building listed on the National Register of Historic Places; located in an historic district;

11/7/2013



Exhibit C

- immediately adjacent to a property listed on the National Register; or deemed to be eligible for inclusion on the National Register by the State Historic Preservation Officer;
- 6.4.4.2. conduct any such activity taking place in a 100-year flood plain designated by map by the Federal Emergency Management Agency;
 - 6.4.4.3. conduct any such activity which will jeopardize the continued existence of an endangered or threatened species designated by the U.S. Department of the Interior's Fish and Wildlife Service or by the U.S. Department of Commerce's National Maritime Fisheries Service, or affecting the critical habitat of such as species; and
 - 6.4.4.4. be inconsistent with HUD's environmental standards at 24 CFR Part 51 or with the State's Coastal Zone Management Plan;
- 6.4.5. that the Contractor shall make it known that use of the facilities and services is available to all on a nondiscriminatory basis. Where the procedures that the Contractor intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, age, creed, sex, handicap, or national origin who may qualify for such services, the Contractor must establish additional procedures that will ensure that these persons are made aware of the facility and services;
- 6.4.6. that the submission of applications for grants is authorized under State or local law and that the Contractor possesses legal authority to carry out the grants activities in accordance with applicable law and regulations of the U.S. Department of Housing and Urban Development;.
- 6.4.7. that the Contractor shall comply with the nondiscrimination and equal opportunity requirements of 24 CFR 841.330(a);
- 6.4.8. that the Contractor shall comply with the National Environmental Policy Act of 1969, 42 U.S.C. 4332, implementing regulations at 24 CFR Part 50 and the Coastal Barriers Resources Act of 1982 (16 U.S.C. 3601); and
- 6.4.9. that the Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as described in 24 CFR 841.330(d).
5. Add the following to Paragraph 7.:
- 7.4. It is understood and agreed by the parties hereto that in discharging its obligations under this Agreement, the Contractor shall ensure that no person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the Contractor, subcontractor, or the State that receives Supportive Housing Grant amounts who exercises or has exercised any functions or responsibilities with respect to assisted activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
 - 7.5. The Contractor shall not employ, engage for services, award contracts or fund any contractors or subcontractors during any period of their debarment, suspension or placement in ineligibility status as determined pursuant to 24 CFR Part 24.
6. Add the following to Paragraph 8.:
- 8.3. The State may deobligate amounts for any acquisition/rehabilitation advance or a moderate rehabilitation grant if the total costs of the acquisition/rehabilitation or moderate rehabilitation are less than the approved grant.
 - 8.4. The State may deobligate funds made available under this Contract if any proposed acquisition/rehabilitation or moderate rehabilitation activities are not begun or completed in accordance with the development schedule contained in the Application or within a reasonable time thereafter.

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Exhibit C

- 8.5. The Contractor shall repay the full amount of any acquisition/rehabilitation advance or moderate rehabilitation grant if it fails to use the structure for supportive housing for the homeless for a ten year period following the initial occupancy with funding under this Agreement.
 - 8.6. For each full year that the Project is used for supportive housing for the homeless following the expiration of the ten year period, the amount of the acquisition/rehabilitation advance that the Contractor will be required to repay will be reduced by one-tenth of the original advance.
 - 8.7. If the Project is used for supportive housing for the homeless for twenty years following the date of initial occupancy, the Contractor will not be required to repay any portion of the acquisition/rehabilitation advance given under this Agreement.
 - 8.8. Upon the Contractor's written request, the State may determine that the Project is no longer needed as transitional housing for the homeless and may approve an alternate use of the Project for the direct benefit of lower income persons. In such event, for purposes of determining the Contractor's repayment obligations, the Project will continue to be treated a supportive housing for the homeless as long as it is used for the approved alternate purpose.
 - 8.9. If the Project is taken by eminent domain or seizure, the Contractor must repay the acquisition/rehabilitation advance or the moderate rehabilitation grant to the extent that funds are available from the eminent domain or other proceeding.
7. Add the following to Paragraph 9.:
- 9.4. Between the effective date and a date five years after the Completion Date, at any time during the Contractor's normal business hours, and as often as the State shall reasonably demand, the Contractor shall make available to the State all data for examination, duplication, publication, translation, or for any other purpose. Nothing in this Subparagraph shall require the Contractor to make available data that would violate any statute, other provisions of this Agreement, or agreements with unrelated third parties. The term "Contractor" includes all persons, natural or fictional, who are controlled by, under common ownership with, or an affiliate of, the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement.
 - 9.5. During the performance of the Project Activities and for a period of five (5) years after the Completion Date, the Contractor shall keep the following records and accounts:
 - 9.5.1. Records of Direct Work: Detailed records of all direct work performed by its personnel under this Agreement.
 - 9.5.2. Fiscal Records: Books, records, documents and other statistical data evidencing and permitting a determination to be made by the State of all Project Costs and other expenses incurred by the Contractor and all income received or collected by the Contractor during the performance of the Project Activities. The said records shall be maintained in accordance with accounting procedures and practices acceptable to the State, and which sufficiently and properly reflect all such costs and expenses, shall include, without limitation, all ledgers, books, records, and original invoices, vouchers, bills, requisitions for materials, inventories, valuations of in kind contributions, labor time cards, payrolls and other records requested or required by the State.
 - 9.5.3. Contractor and Subcontractor Records: The Contractor shall establish, maintain, and preserve and require each of its contractors and subcontractors to establish, maintain, and preserve property management, project performance, financial management and reporting documents and systems, and such other books, records, and other data pertinent to the project as the State may require. Such records shall be retained for a period of five (5) years following completion of the project and receipt of final payment by the Contractor, or until an audit is completed and all questions arising therefrom are resolved, whichever is later.
 - 9.6. Audits and Inspections: During the performance of the Project Activities and the five (5) year retention period, at any time during normal business hours and as often as the State, HUD, or the Comptroller General of the United States, together or separately, may deem necessary, the Contractor shall make available to the State, HUD, or representatives of the Comptroller General, as requested, all records pertaining to matters covered by this Agreement. The



Exhibit C

Contractor shall permit the State, HUD, or representatives of the Comptroller General, collectively or separately, to audit, examine and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data and other invoices, materials, payrolls, records of personnel, data and other information relating to all matters covered in this Agreement.

8. 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 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.
9. Add the following to Paragraph 14:
 - 14.4. The Contractor shall obtain property, casualty or hazard insurance in an amount at least equal to the amount of any acquisition/rehabilitation advance or the moderate rehabilitation grant provided to the Contractor. The Contractor shall assure that such insurance remains in full force during the term of the commitment to provide supportive housing for the homeless.
10. Add the following to Paragraph 20:
 - 20.1. DEVELOPMENT
 - 20.1.1. The Contractor assures that it has control of the site and/or structure to be used for the Project as described in the Application and EXHIBIT A of this Contract.
 - 20.1.2. The Contractor shall keep and maintain such books, records, and other documents as required by the State as may be necessary to reflect and disclose fully the amount and disposition of grant funds, and the total cost of activities paid for, in whole or in part, with grant funds.
 - 20.2. OPERATION
 - 20.2.1. The Contractor agrees that it will facilitate the provision of necessary supportive services to the residents of the Project.
 - 20.2.2. The Contractor shall assure that the Project will be operated in accordance with the Project Sponsor Executive Officer Certifications contained in EXHIBIT 4 of the Application.
 - 20.2.3. The Contractor shall operate the Project as transitional housing for homeless persons for a ten-year period following the initial occupancy with grant funds provided pursuant to this Contract.
 - 20.2.4. In the event the Project is not operated as supportive housing for the homeless for ten years following the initial occupancy with grant funds as provided in Paragraph 1.8. above, the Contractor shall repay the full amount of the grant funds in accordance with Paragraph 8. of this Contract.

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11/7/2013



Exhibit C

- 20.2.5. The Contractor shall assure that residents in the Project will be charged rent in accordance with section 3(a) of the United States Housing Act of 1937, which requires residents to pay the highest of (1) 30 percent of the family's monthly income (adjusted in accordance with 24 CFR 841.320); (2) 10 percent of the family's monthly income; or (3) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.
- 20.2.6. The Contractor shall conduct an ongoing assessment of the supportive services required by the residents in the Project.
- 20.2.7. The Contractor shall provide a residential supervisor, as specified in the Application, who will facilitate the adequate provision of supportive services to the residents of the housing throughout the term of the commitment to operate the Project as supportive housing for the homeless.
- 20.2.8. The Contractor shall provide safe and sanitary housing and shall comply with all State and local housing codes, licensing requirements and other requirements regarding the condition of the structure and the operation of the Project.
- 20.3. SUPPORTIVE HOUSING PROGRAM COVENANTS
- 20.3.1. If the structure used for supportive housing is owned or leased by the Contractor, restrictions regarding the use of the structure will be contained in a covenant, running with the land recorded in the land records of the jurisdiction in which the structure is located.
- 20.3.2. The covenant running with the land, required in Paragraph 20.3.1 above, must state that the owner and his or her successors, assigns, heirs, grantees or lessees shall, if the Project is not used as supportive housing for homeless persons for ten years following initial occupancy with contract funds, the owner, his/her successors and assigns, heirs, grantees or lessees shall be required to repay the full amount of the grant unless HUD determines that the Project is no longer needed for use as supportive housing for homeless persons and approves the use of the Project for the direct benefit of lower income persons.
- 20.3.3. The Contractor shall ensure that the covenants required by Paragraph 20.2.5 above, are recorded prior to the commencement of any acquisition or rehabilitation activity, for a Project receiving a rehabilitation advance or a moderate rehabilitation grant, or, for a Project receiving an acquisition advance, recorded immediately after the recording of the deed for the structure acquired with the acquisition advance.
- 20.4. OTHER PROGRAM REQUIREMENTS
- If a structure rehabilitated with grant funds is leased from a religious organization, the Contractor shall ensure that the lease contains the following provisions:
- 20.4.1 the leased premises will be used exclusively for secular purposes and be available to all persons regardless of religion; and
- 20.4.2. the lease payments will not exceed the fair market rent of the structure without the rehabilitation; and
- 20.4.3. the cost of improvements that benefit any portion of the structure that is not used for the provision of supportive housing for the homeless is allocated to and paid for by the religious organization, and
- 20.4.4. unless the lessee, or a successor lessee acceptable to the State, retains the use of the leased premises for a wholly secular purpose for at least the useful life of the improvements, the lessor will pay to the lessee, within a reasonable time, an amount equal to the residential value of the improvements, and
- 20.4.5. the Contractor shall comply with the policies, guidelines and requirements of OMB Circular Number A-87 and A-102 as set forth in 24 CFR Part 85, except the requirements of 24 CFR 85.24 are modified by 24 CFR 841.125 and the requirements of 24 CFR 85.31 are modified by 24 CFR 841.310 and 841.315, and
- 20.4.6. the Contractor's financial management system shall provide for audits in accordance with 24 CFR Part 44, and

VS
11/7/2013



Exhibit C

20.4.7. the Contractor shall keep any records and make any reports that the State may require. Estimates for the cost of acquisition and/or rehabilitation or moderate rehabilitation of the Project shall be supported by documentation on file and maintained for at least three years of operation with funding under this program.

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11/7/2013



Exhibit C-1

ADDITIONAL SPECIAL PROVISIONS

1. Retroactive Payments – Individual Services

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

2. Retroactive Payments – Contractor Services

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

3. Audit Requirement

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

The following requirement shall apply if the Contractor is a State or Local Government: If the federal funds received under this or any other Agreement from any and all sources exceeds \$25,000 in the aggregate in a one year fiscal period the required audit shall be performed in accordance with the provisions of OMB Circular A-128, Single Audits of State and Local Governments.

4. Credits

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

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11/7/2013

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: WS
Date: 11/7/2013

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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


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

Center for Life Management From: 7/1/2013 To: 6/30/2014
 (Contractor Name) (Period Covered by this Certification)

Vic Topo, President / CEO
 (Name & Title of Authorized Contractor Representative)


 (Contractor Representative Signature)

11/7/2013
 (Date)

Contractor Initials: 
 Date: 11/7/2013

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

Contract Period: _____ through _____

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

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

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

[Handwritten Signature]

(Contractor Representative Signature)

Vic Topo, President/CEO

(Authorized Contractor Representative Name & Title)

Center for Life Management

(Contractor Name)

(Date)

11/7/2013

Contractor Initials: *[Handwritten Initials]*

Date: *11/7/2013*

NH Department of Health and Human Services
STANDARD EXHIBIT F
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

Contractor Initials: W

Date: 11/7/2013

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Contractor Initials: *W*

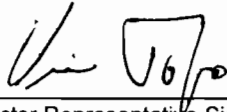
Date: 11/7/2013

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



(Contractor Representative Signature)

Vic Topo, President/CEO

(Authorized Contractor Representative Name & Title)

Center for Life Management

(Contractor Name)

11/7/2013

(Date)

Contractor Initials: WT

Date: 11/7/2013

NH Department of Health and Human Services
STANDARD EXHIBIT G
CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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



(Contractor Representative Signature)

Vic Topo, President/CEO

(Authorized Contractor Representative Name & Title)

Center for Life Management

(Contractor Name)

11/7/2013

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

[Handwritten Signature]

(Contractor Representative Signature)

Vic Topo, President/CEO

(Authorized Contractor Representative Name & Title)

Center for Life Management

(Contractor Name)

11/7/2013

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

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

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


(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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

(4) Obligations of Covered Entity

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

Contractor Initials: 
Date: 11/7/2013

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

NH Department of Health and Human Services

STANDARD EXHIBIT J

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.

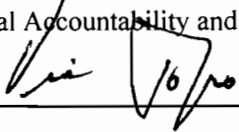
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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.



Vic Topo, President/CEO

(Contractor Representative Signature)

(Authorized Contractor Representative Name & Title)

Center for Life Management

11/7/2013

(Contractor Name)

(Date)

Contractor initials: VT
Date: 11/7/2013
Page # _____ of Page # _____

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 085573541

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

NO

YES

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

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

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

NO

YES

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

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

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

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

Amount: _____

Name: _____

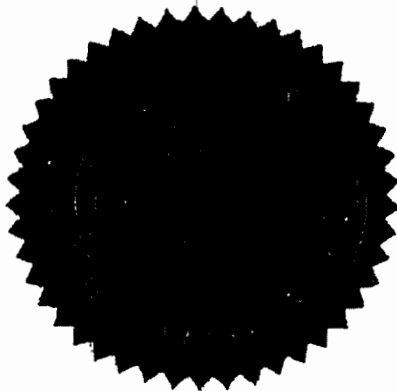
Amount: _____

Contractor initials: W
Date: 11/7/2013
Page # _____ of Page # _____

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 5th day of June, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner", is written above the printed name.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am the duly elected Clerk of CLM Center for Life Management
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 11/7/2013.

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

To Provide: Beaver Lake Lodge and Permanent Housing I

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 11/7/2013 ..

4. **Vic Topo** is duly elected **President/CEO** of the Corporation.

(Seal)
(Corporation)

Wayne D. White M.A.
(Signature of Board Secretary)

State of **New Hampshire**

County of **Rockingham**

The foregoing instrument was acknowledged before me this 7 day of November 2013

By **Wayne D. White**

Lynda Silegy
Name: **Lynda Silegy**
Title: Notary Public/Justice of the Peace

(Seal)
(Notary Public)

LYNDA A. SILEGY
Notary Public - New Hampshire
Commission Expires: 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	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Mental Health Center For Southern N. H. DBA CLM Center For Life Management 10 Tsienneto Road Derry, NH 03038	INSURER A : ACE, USA NAIC #	
	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:
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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 YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC			SVRD37797649	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CALH08613059	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG25499220005	10/1/2013	10/1/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N N/A			40000840	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 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 \$8,000,000 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	CANCELLATION
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State of NH Dept Health/Human Services Bureau Homeless/Housing Attn: Anne Poccock 105 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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

CONSOLIDATED FINANCIAL STATEMENTS

For the Years Ended June 30, 2012 and 2011

(With Independent Auditors' Report Thereon)

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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
Derry, New Hampshire

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 ("the Agency") (a nonprofit organization) and its affiliates as of June 30, 2012 and 2011, and the related consolidated statements of activities, statements of functional expenses and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audit.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated 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 opinions.

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 its affiliates as of June 30, 2012 and 2011, and the changes in their net assets and their 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 a report dated _____, on our consideration of the Center for Life Management'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 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* and should be considered in assessing the results of our audit.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information on pages 15 - 21 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Nashua, New Hampshire

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Financial Position
June 30, 2012 and 2011

ASSETS

	<u>2012</u>	<u>2011</u>
Current Assets:		
Cash	\$ 511,446	\$ 212,320
Restricted cash	88,870	80,270
Accounts receivable, net	842,498	822,112
Other receivables	173,951	90,279
Prepaid expenses	<u>54,331</u>	<u>52,944</u>
Total Current Assets	1,671,096	1,257,925
Property and equipment, net	4,585,907	4,938,545
Finance costs, net	<u>380,611</u>	<u>371,777</u>
Total Assets	<u>\$ 6,637,614</u>	<u>\$ 6,568,247</u>

LIABILITIES AND NET ASSETS

	<u>2012</u>	<u>2011</u>
Current Liabilities:		
Accounts payable	\$ 221,040	\$ 238,464
Accrued payroll and related taxes payable	143,747	110,341
Accrued vacation	269,011	268,140
Accrued interest	48,440	83,090
Accrued expenses	28,084	48,646
Deferred revenue	12,000	-
Line of credit	200,000	-
Current portion of long-term debt	<u>107,449</u>	<u>391,187</u>
Total Current Liabilities	1,029,771	1,139,868
Non-Current Liabilities:		
Long-term debt, net of current portion	<u>3,442,070</u>	<u>3,500,000</u>
Total Liabilities	4,471,841	4,639,868
Net Assets - unrestricted	<u>2,165,773</u>	<u>1,928,379</u>
Total Liabilities and Net Assets	<u>\$ 6,637,614</u>	<u>\$ 6,568,247</u>

See accompanying notes to the financial statements.

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Activities
For the Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
<u>Public Support and Revenues:</u>		
Public Support:		
Federal	\$ 872,657	\$ 640,713
State of New Hampshire - BBH	84,607	83,000
State and local funding	47,400	50,900
Other public support	43,499	75,107
Total Public Support	<u>1,048,163</u>	<u>849,720</u>
<u>Revenues:</u>		
Program service fees	9,673,849	9,649,779
Other service income	335,457	279,005
Rental income	80,271	79,754
Other	60,794	6,763
Total Revenues	<u>10,150,371</u>	<u>10,015,301</u>
Total Public Support and Revenues	11,198,534	10,865,021
<u>Expenses:</u>		
BBH funded program services -		
Children	2,969,606	3,254,839
Elders	256,063	254,618
Vocational	299,238	362,068
Beaver Lake Lodge	794,428	876,012
Multi-Service	1,394,309	1,615,685
Acute Care	621,114	702,908
Independent Living	1,624,852	1,306,770
Assertive Community Treatment	435,298	52,001
Non-Specialized Outpatient	1,385,730	1,516,058
Non-BBH funded program services	282,498	99,664
Total Program Expenses	<u>10,063,136</u>	<u>10,040,623</u>
Administrative Expenses	898,004	817,407
Total Expenses	<u>10,961,140</u>	<u>10,858,030</u>
Change in net assets	237,394	6,991
Net assets at beginning of year	<u>1,928,379</u>	<u>1,921,388</u>
Net assets at end of year	<u>\$ 2,165,773</u>	<u>\$ 1,928,379</u>

See accompanying notes to the financial statements.

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Functional Expenses
For the Years Ended June 30, 2012 and 2011

	2012			2011		
	Program Services	Administrative	Total Agency	Program Services	Administrative	Total Agency
Personnel Costs:						
Salary and wages	\$ 6,341,624	\$ 572,888	\$ 6,914,512	\$ 6,320,429	\$ 484,410	\$ 6,804,839
Employee benefits	1,107,981	87,230	1,195,211	1,254,155	107,155	1,361,310
Payroll taxes	440,098	49,368	489,466	438,420	37,258	475,678
Accounting/audit fees	47,313	4,040	51,353	46,229	6,699	52,928
Advertising	8,271	415	8,686	7,248	232	7,480
Conferences, conventions, and meetings	18,113	9,776	27,889	6,633	4,499	11,132
Depreciation/amortization	234,364	17,474	251,838	233,712	19,937	253,649
Equipment maintenance	17,411	1,125	18,536	12,337	749	13,086
Equipment rental	32,907	2,891	35,798	29,761	3,455	33,216
Insurance	78,446	6,183	84,629	76,614	9,064	85,678
Interest expense	119,280	13,244	132,524	164,571	23,600	188,171
Legal fees	57,794	4,889	62,683	67,296	5,738	73,034
Membership dues	28,905	2,595	31,500	25,786	2,848	28,634
Occupancy expenses	726,416	22,525	748,941	620,085	28,080	648,165
Office expenses	167,837	28,261	196,098	179,149	29,020	208,169
Other expenses	24,829	5,381	30,210	75,348	10,538	85,886
Other professional fees	316,782	59,166	375,948	225,071	39,317	264,388
Program supplies	120,845	8,606	129,451	81,755	2,193	83,948
Travel	173,920	1,947	175,867	176,024	2,615	178,639
	10,063,136	898,004	10,961,140	10,040,623	817,407	10,858,030
Administrative Allocation	898,004	(898,004)	-	817,407	(817,407)	-
Total Expenses	\$ 10,961,140	\$ -	\$ 10,961,140	\$ 10,858,030	\$ -	\$ 10,858,030

See accompanying notes to the 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 Years Ended June 30, 2012 and 2011

	<u>2012</u>	<u>2011</u>
Cash Flows from Operating Activities:		
Change in net assets	\$ 237,394	\$ 6,991
Adjustments to reconcile net income to net cash provided by operations:		
Depreciation and amortization	251,838	253,649
Gain on sale/disposal of assets	(35,650)	-
(Increase) decrease in:		
Restricted cash	(8,600)	-
Accounts receivable	(20,386)	(69,908)
Other receivables	(83,672)	(20,113)
Prepaid expenses	(1,387)	(5,979)
Increase (decrease) in:		
Accounts payable and accrued liabilities	(38,359)	(3,697)
Deferred revenue	<u>12,000</u>	<u>-</u>
Net Cash Provided by Operating Activities	313,178	160,943
Cash Flows from Investing Activities:		
Proceeds from sale of property	200,000	-
Purchases of property and equipment	(47,684)	(119,334)
Closing costs	<u>(24,700)</u>	<u>-</u>
Net Cash Provided by (Used in) Investing Activities	127,616	(119,334)
Cash Flows from Financing Activities:		
Net borrowings (payments) on line of credit	200,000	(250,000)
Principal payments on long-term debt	<u>(341,668)</u>	<u>(81,654)</u>
Net Cash Used in Financing Activities	<u>(141,668)</u>	<u>(331,654)</u>
Net Increase (Decrease) in Cash	299,126	(290,045)
Cash, Beginning of Year	<u>212,320</u>	<u>502,365</u>
Cash, End of Year	<u>\$ 511,446</u>	<u>\$ 212,320</u>
Supplemental disclosures		
Interest paid	<u>\$ 153,086</u>	<u>\$ 206,417</u>
Non-cash financing	<u>\$ 100,000</u>	<u>\$ -</u>
See accompanying notes to the 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, 2012 and 2011

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; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Agency qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

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 organizations which qualify as exempt organizations under Section 501(c)(2) of the Internal Revenue Code. 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 its 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 Agency follows *Accounting for Contributions Received and Contributions Made* and *Financial Statements of Not-for-Profit Organizations* as required by the Financial Accounting Standards Board Accounting Standards Codification (FASB ASC). Under these guidelines, the Agency is required to distinguish between contributions that increase permanently restricted net assets, temporarily restricted net assets, and unrestricted net assets. It also requires recognition of contributions, including contributed services, meeting certain criteria at fair values. These reporting standards establish standards for financial statements

of not-for-profit organizations and require a Statement of Financial Position, a Statement of Activities, a Statement of Cash Flows, and a Statement of Functional Expenses.

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, the Agency considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents.

Property and Equipment

Property and equipment is recorded at cost or, if donated, at estimated fair market value at the date of donation. Major additions and improvements are capitalized, while ordinary maintenance and repairs are charged to expense. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets, 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 the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Third-party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payers. The Agency receives reimbursement from Medicare, Medicaid, and Blue Cross at defined rates for services rendered to patients covered by these programs. 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

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.

The Agency follows 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 the Agency's financial statements.

The Agency's Federal Form 990 (Return of Organization Exempt from Income Tax) for 2009, 2010, and 2011 are subject to examination by the IRS, generally for three years after they were filed.

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.

Subsequent Events

In accordance with the provisions set forth by FASB ASC, *Subsequent Events*, events and transactions from July 1, 2012 through _____, 2012, the date the financial statements were available to be issued, have been evaluated by management for disclosure. Management has determined that there were no material events that would require disclosure in the Agency's financial statements through this date.

3. Concentrations of Credit Risk

The Agency maintains cash balances at several financial institutions. Accounts at each institution are insured by the Federal Deposit Insurance Corporation up to \$ 250,000. At June 30, 2012 and 2011, the Agency had no uninsured cash.

4. Restricted Cash

As of June 30, 2012 and 2011, the Agency had restricted cash which is to be used mainly for debt service as designated by the Series 2006 bonds.

5. Accounts Receivable

Receivables consisted of the following at June 30,

Accounts Receivable:	2012			2011		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Clients	\$ 605,129	\$ (362,453)	\$ 242,676	\$ 603,629	\$ (371,233)	\$ 232,396
Insurance companies	118,902	(2,211)	116,691	127,151	-	127,151
Medicaid	430,360	(3,958)	426,402	433,202	-	433,202
Medicare	59,580	(2,851)	56,729	29,363	-	29,363
	<u>\$ 1,213,971</u>	<u>\$ (371,473)</u>	<u>\$ 842,498</u>	<u>\$ 1,193,345</u>	<u>\$ (371,233)</u>	<u>\$ 822,112</u>
Other Receivables:	<u>2012</u>	<u>2011</u>				
Towns	\$ 26,000	\$ 21,500				
NH Division of Mental Health	88,505	50,446				
Miscellaneous	59,446	18,333				
Other receivables	<u>\$ 173,951</u>	<u>\$ 90,279</u>				

6. Property, Equipment and Depreciation

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

	2012	2011
Land	\$ 687,307	\$ 720,107
Buildings and improvements	4,470,824	5,036,234
Software and computer equipment	-	2,800
Automobiles	130,920	130,920
Equipment	1,587,905	1,565,400
Leasehold improvements	-	56,643
Construction in progress	32,061	21,644
	<u>6,909,017</u>	<u>7,533,748</u>
Less: Accumulated depreciation	<u>(2,323,110)</u>	<u>(2,595,203)</u>
Property and equipment, net	<u>\$ 4,585,907</u>	<u>\$ 4,938,545</u>

7. **Line of Credit**

As of June 30, 2012, the Agency had a demand line of credit with People's United Bank with a borrowing capacity of \$ 500,000 available through October 31, 2012. 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 Agency had an outstanding balance on this line of \$ 200,000 and \$ 0 as of June 30, 2012 and 2011, respectively. The line of credit is secured by all business assets and real estate.

8. **Long Term Debt**

Long-term debt at June 30, 2012 and 2011 consisted of the following:

	<u>2012</u>	<u>2011</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.	\$ 89,519	\$ 316,253
Note payable to People's United Bank, secured by a vehicle, monthly payments of \$ 570, including interest at 7.24%, due in 2012	-	4,934
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>3,460,000</u>	<u>3,570,000</u>
	3,549,519	3,891,187
Less Current Portion	(107,449)	(391,187)
Long-term debt, net of current portion	<u>\$ 3,442,070</u>	<u>\$ 3,500,000</u>
	2013	\$ 107,449
	2014	113,934
	2015	108,136
	2016	90,000
	2017	95,000
	Thereafter	<u>3,035,000</u>
	<u>\$ 3,549,519</u>	

In accordance with the Series 2006 bond issuance, the Agency signed a ten-year letter of credit commitment (currently with People's United Bank) to support the tax-exempt bonds issue. The Agency will pay a 0.85% fee on the outstanding letter of credit balance, which was \$ 3,460,000 and \$ 3,570,000 at June 30, 2012 and 2011, respectively. During the year ending June 30, 2012, the Agency incurred fees on the outstanding letter of credit, which are included in interest expense.

The bonds are secured by land, building, equipment, and certain revenues. The Agency must also meet certain covenants 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 program.

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

- Level 1 - Quoted prices (unadjusted) in active markets for identical assets or liabilities that the reporting entity has the ability to access at the measurement date. The types of financial instruments included in Level 1 are highly liquid instruments with quoted prices;
- Level 2 - Inputs from active markets, other than quoted prices for identical instruments, are used to model fair value. Significant inputs are directly observable from active markets for substantially the full term of the asset or liability being valued; and
- Level 3 - Pricing inputs significant to the valuation are unobservable. Inputs are developed based on the best information available; however, significant judgment is required by management in developing the inputs.

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

The carrying amount of the mortgage payable approximates fair value because the financial instrument bears interest at a rate that approximates current market rates for notes with similar maturities and credit quality. The fair value of the 2006 bonds payable is currently unavailable.

11. **Employee Benefit Plan**

The Agency reserves the right to offer matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, contingent upon its financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment with CLM. The Agency may contribute up to 5 % of gross salaries to the plan for qualified employees based on defined limits established by completed years of employment with the agency. 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, 2012 and June 30, 2011, the Agency's contributions totaled \$ 0 and \$ 82,225, respectively.

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 February 1, 2011, and will expire on December 31, 2012, 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, 2012 and 2011, the Agency received approximately 57% and 60%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of NH designated Comprehensive Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with NH Dept. 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

The Agency entered into long-term lease agreements for clinic space and equipment through July, 2012.

Future minimum rent payments are as follows:

<u>Fiscal Year</u>	<u>Amount</u>
2013	\$ <u>58,901</u>
Total	\$ <u><u>58,901</u></u>

Rent expense was \$ 79,972 and \$ 63,757 for the years ended June 30, 2012 and 2011, respectively.

13. **Intercompany**

In February 2012, upon resolution of the Board of Directors, \$ 741,306 owed by the Center for Life Management to West Rock Endowment Association was cancelled. This transaction had no effect on the consolidated financial statements.

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

ASSETS

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Current Assets:						
Cash	\$ 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	\$ 221,040	\$ -	\$ -	\$ 221,040	\$ -	\$ 221,040
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>1,029,771</u>	<u>-</u>	<u>-</u>	<u>1,029,771</u>	<u>-</u>	<u>1,029,771</u>
Non-Current Liabilities:						
Long-term debt, net of current portion	3,442,070	-	-	3,442,070	-	3,442,070
Total Liabilities	<u>4,471,841</u>	<u>-</u>	<u>-</u>	<u>4,471,841</u>	<u>-</u>	<u>4,471,841</u>
Net Assets - unrestricted	1,911,216	145,941	108,616	2,165,773	-	2,165,773
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 Statements of Financial Position
June 30, 2011

ASSETS

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Current Assets:						
Cash	\$ 129,054	\$ 2,314	\$ 80,952	\$ 212,320	\$ -	\$ 212,320
Restricted cash	80,270	-	-	80,270	-	80,270
Accounts receivable, net	822,112	-	-	822,112	-	822,112
Other receivables	90,279	-	-	90,279	-	90,279
Prepaid expenses	52,944	-	-	52,944	-	52,944
Total Current Assets	<u>1,174,659</u>	<u>2,314</u>	<u>80,952</u>	<u>1,257,925</u>	<u>-</u>	<u>1,257,925</u>
Property and equipment, net	4,607,333	331,212	-	4,938,545	-	4,938,545
Due from affiliates	-	853,906	15,074	868,980	(868,980)	-
Finance costs, net of amortization	371,777	-	-	371,777	-	371,777
Total Assets	<u>\$ 6,153,769</u>	<u>\$ 1,187,432</u>	<u>\$ 96,026</u>	<u>\$ 7,437,227</u>	<u>\$ (868,980)</u>	<u>\$ 6,568,247</u>

LIABILITIES AND NET ASSETS

Current Liabilities:						
Accounts payable	\$ 238,464	\$ -	\$ -	\$ 238,464	\$ -	\$ 238,464
Accrued payroll and related taxes payable	110,341	-	-	110,341	-	110,341
Accrued vacation	268,140	-	-	268,140	-	268,140
Accrued interest	83,090	-	-	83,090	-	83,090
Accrued expenses	48,594	52	-	48,646	-	48,646
Current portion of long-term debt	74,934	316,253	-	391,187	-	391,187
Due to affiliates	868,980	-	-	868,980	(868,980)	-
Total Current Liabilities	<u>1,692,543</u>	<u>316,305</u>	<u>-</u>	<u>2,008,848</u>	<u>(868,980)</u>	<u>1,139,868</u>
Non-Current Liabilities:						
Long-term debt, net of current portion	3,500,000	-	-	3,500,000	-	3,500,000
Total Liabilities	<u>5,192,543</u>	<u>316,305</u>	<u>-</u>	<u>5,508,848</u>	<u>(868,980)</u>	<u>4,639,868</u>
Net Assets - unrestricted	961,226	871,127	96,026	1,928,379	-	1,928,379
Total Liabilities and Net Assets	<u>\$ 6,153,769</u>	<u>\$ 1,187,432</u>	<u>\$ 96,026</u>	<u>\$ 7,437,227</u>	<u>\$ (868,980)</u>	<u>\$ 6,568,247</u>

See Independent Auditors' Report.

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

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Public Support and Revenue:						
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>
Revenue:						
Program-service fees	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 Revenue	<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 Revenue	<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>
Expenses:						
BBH funded program services:						
Children	2,969,606	-	-	2,969,606	-	2,969,606
Elders	256,063	-	-	256,063	-	256,063
Vocational	299,238	-	-	299,238	-	299,238
Beaver Lake Lodge	794,428	-	-	794,428	-	794,428
Multi-Service	1,394,309	-	-	1,394,309	-	1,394,309
Acute Care	621,114	-	-	621,114	-	621,114
Independent Living	1,624,852	-	-	1,624,852	-	1,624,852
Assertive Community Treatment	435,298	-	-	435,298	-	435,298
Non-Specialized Outpatient	1,385,730	-	-	1,385,730	-	1,385,730
Non-BBH funded program services	262,448	40,797	14,453	317,698	(35,200)	282,498
Total Program Expenses	<u>10,043,086</u>	<u>40,797</u>	<u>14,453</u>	<u>10,098,336</u>	<u>(35,200)</u>	<u>10,063,136</u>
Administrative expenses	898,004	-	-	898,004	-	898,004
Total Expenses	<u>10,941,090</u>	<u>40,797</u>	<u>14,453</u>	<u>10,996,340</u>	<u>(35,200)</u>	<u>10,961,140</u>
Change in net assets	208,684	16,120	12,590	237,394	-	237,394
Net assets at beginning of year	961,226	871,127	96,026	1,928,379	-	1,928,379
Intercompany (Note 13)	741,306	(741,306)	-	-	-	-
Net assets at end of year	<u>\$ 1,911,216</u>	<u>\$ 145,941</u>	<u>\$ 108,616</u>	<u>\$ 2,165,773</u>	<u>\$ -</u>	<u>\$ 2,165,773</u>

See Independent Auditors' Report.

THE MENTAL HEALTH CENTER FOR
SOUTHERN NEW HAMPSHIRE
DB/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statements of Activities
For the Year Ended June 30, 2011

	Center for Life Management	West Rock Endowment	CLM Foundation	Total	Eliminations	Consolidated
Public Support and Revenue:						
Public support:						
Federal	\$ 640,713	-	-	\$ 640,713	-	\$ 640,713
State of New Hampshire - BBH	83,000	-	-	83,000	-	83,000
State and local funding	50,900	-	-	50,900	-	50,900
Other public support	30,101	-	45,006	75,107	-	75,107
Total Public Support	<u>804,714</u>	<u>-</u>	<u>45,006</u>	<u>849,720</u>	<u>-</u>	<u>849,720</u>
Revenue:						
Program service fees	9,649,779	-	-	9,649,779	-	9,649,779
Other service income	279,005	-	-	279,005	-	279,005
Rental income	79,754	66,555	-	146,309	(66,555)	79,754
Other	69,583	-	930	70,513	(63,750)	6,763
Total Revenues	<u>10,078,121</u>	<u>66,555</u>	<u>930</u>	<u>10,145,606</u>	<u>(130,305)</u>	<u>10,015,301</u>
Total Public Support and Revenues	<u>10,882,835</u>	<u>66,555</u>	<u>45,936</u>	<u>10,995,326</u>	<u>(130,305)</u>	<u>10,865,021</u>
Expenses:						
BBH funded program services:						
Children	3,254,839	-	-	3,254,839	-	3,254,839
Elders	254,618	-	-	254,618	-	254,618
Vocational	362,068	-	-	362,068	-	362,068
Beaver Lake Lodge	876,012	-	-	876,012	-	876,012
Multi-Service	1,615,685	-	-	1,615,685	-	1,615,685
Acute Care	702,908	-	-	702,908	-	702,908
Independent Living	1,306,770	-	-	1,306,770	-	1,306,770
Assertive Community Treatment	52,001	-	-	52,001	-	52,001
Non-Specialized Outpatient	1,516,058	-	-	1,516,058	-	1,516,058
Non-BBH funded program services	84,953	66,555	78,461	229,969	(130,305)	99,664
Total Program Expenses	<u>10,025,912</u>	<u>66,555</u>	<u>78,461</u>	<u>10,170,928</u>	<u>(130,305)</u>	<u>10,040,623</u>
Administrative expenses	817,407	-	-	817,407	-	817,407
Total Expenses	<u>10,843,319</u>	<u>66,555</u>	<u>78,461</u>	<u>10,988,335</u>	<u>(130,305)</u>	<u>10,858,030</u>
Change in net assets	39,516	-	(32,525)	6,991	-	6,991
Net assets at beginning of year	921,710	871,127	128,551	1,921,388	-	1,921,388
Net assets at end of year	<u>\$ 961,226</u>	<u>\$ 871,127</u>	<u>\$ 96,026</u>	<u>\$ 1,928,379</u>	<u>\$ -</u>	<u>\$ 1,928,379</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, 2012

	Accounts Receivable Beginning of Year	Gross Fees	Contractual		Change in Allowance	Accounts Receivable End of Year
			Allowances and Other Discounts Given	Cash Receipts		
Client Fees	\$ 603,629	\$ 1,762,460	\$ (434,610)	\$ (1,326,350)	\$ -	\$ 605,129
Medicaid	433,202	7,292,575	(867,437)	(6,427,980)	-	430,360
Medicare	29,363	465,992	(179,154)	(256,621)	-	59,580
Other Insurance	127,151	2,047,653	(413,630)	(1,642,272)	-	118,902
Allowance for Uncollectibles	<u>(371,233)</u>	-	-	-	(240)	<u>(371,473)</u>
Totals	\$ <u>822,112</u>	\$ <u>11,568,680</u>	\$ <u>(1,894,831)</u>	\$ <u>(9,653,223)</u>	\$ <u>(240)</u>	\$ <u>842,498</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, 2012

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Public Support:													
Federal funding	\$ -	\$ -	\$ -	\$ 241,391	\$ -	\$ -	\$ 572,266	\$ -	\$ -	\$ 59,000	\$ 372,657	\$ -	\$ 872,657
State of New Hampshire - BBH	13,607	-	20,000	-	6,750	-	20,250	83,000	-	(59,000)	84,607	-	84,607
State and local funding	31,725	-	-	-	-	-	-	-	2,975	12,700	47,400	-	47,400
Other public support	12,826	-	-	-	-	-	100	-	-	3,647	16,573	-	16,573
Total Public Support	58,158	20,000	241,391	6,750	592,616	83,000	2,975	16,347	1,021,237	1,021,237	-	-	1,021,237
Revenues:													
Program service fees	3,240,380	436,880	334,589	603,670	1,767,553	291,411	1,411,779	383,339	1,066,285	137,963	9,673,849	-	9,673,849
Other service income	25,402	2,025	-	-	-	248,817	-	-	1,060	58,153	335,457	-	335,457
Rental income	848	-	-	76,924	833	833	-	-	833	-	80,271	-	80,271
Other revenues	3,710	317	397	17,323	1,614	1,188	2,335	685	1,566	1,356	30,491	8,469	38,960
Total Revenues	3,270,340	439,222	334,986	697,917	1,770,000	542,249	1,414,114	384,024	1,069,744	197,472	10,120,068	8,469	10,128,537
Total Public Support and Revenues	3,328,498	439,222	354,986	939,308	1,776,750	542,249	2,006,730	467,024	1,072,719	213,819	11,141,305	8,469	11,149,774
Total Program Expenses	3,235,134	278,959	325,994	865,462	1,518,981	676,651	1,770,138	474,220	1,509,635	285,915	10,041,090	-	10,941,090
Net	\$ 93,364	\$ 160,263	\$ 28,992	\$ 73,846	\$ 257,769	\$ (134,402)	\$ 236,592	\$ (17,196)	\$ (436,916)	\$ (72,096)	\$ 200,215	\$ 8,469	\$ 208,684

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, 2012

	Children	Elders	Vocational	Beaver Lake Lodge	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Administrative	Total Agency
Personnel Costs:													
Salary and wages	\$ 2,040,832	\$ 170,124	\$ 200,058	\$ 442,225	\$ 940,022	\$ 446,727	\$ 729,496	\$ 258,186	\$ 965,228	\$ 148,726	\$ 6,341,624	\$ 572,888	\$ 6,914,512
Employee benefits	347,820	33,225	39,897	100,131	153,146	49,408	139,079	56,449	167,196	21,630	1,107,981	87,230	1,195,211
Payroll taxes	144,609	12,588	13,691	30,957	64,954	31,312	49,964	16,236	65,378	10,409	440,098	49,368	489,466
Accounting/audit fees	14,356	1,332	1,296	3,840	6,786	2,893	6,786	2,797	6,445	358	46,889	4,040	50,929
Advertising	1,598	123	119	403	1,854	463	1,047	307	1,389	764	8,067	415	8,482
Conferences, conventions, and meetings	2,398	342	582	622	2,035	496	1,424	7,989	1,379	846	18,113	9,776	27,889
Depreciation/Amortization	63,264	5,869	5,713	16,914	29,908	12,747	29,908	12,322	28,339	1,568	206,552	17,474	224,026
Equipment Maintenance	4,355	378	368	4,041	2,364	821	2,364	794	1,825	101	17,411	1,125	18,536
Equipment Rental	19,522	326	52	297	3,551	2,986	1,400	112	4,120	541	32,907	2,891	35,798
Insurance	22,386	2,077	2,021	8,664	13,262	4,510	10,583	4,360	10,028	555	78,446	6,183	84,629
Interest Expense	34,048	3,159	3,075	9,103	16,096	6,860	16,096	6,631	15,252	845	111,165	13,244	124,409
Legal fees	17,702	1,642	1,598	4,733	8,368	3,567	8,368	3,448	7,929	439	57,794	4,889	62,683
Membership dues	7,405	702	521	2,130	3,956	1,244	5,114	937	3,153	3,743	28,905	2,595	31,500
Occupancy expenses	55,434	10,098	909	60,838	45,078	12,567	499,676	3,120	43,198	27,051	757,969	22,525	780,494
Office expenses	49,461	2,392	4,474	7,703	27,400	14,063	25,884	6,150	22,530	7,780	167,837	28,261	196,098
Other expenses	4,487	337	238	1,790	2,379	1,150	1,841	1,042	2,451	4,157	19,892	5,381	25,273
Other professional fees	67,624	9,831	9,636	28,178	54,821	16,358	42,432	37,135	31,432	9,224	306,671	59,166	365,837
Program supplies	11,522	904	381	59,841	6,836	3,283	3,467	4,851	6,315	23,445	120,845	8,606	129,451
Travel	60,783	614	14,589	12,018	11,493	9,659	49,923	12,432	2,143	266	173,920	1,947	175,867
	2,969,606	256,063	299,238	794,428	1,394,309	621,114	1,624,852	435,298	1,385,730	262,448	10,043,086	898,004	10,941,090
Administrative Allocation	265,528	22,896	26,756	71,034	124,672	55,537	145,286	38,922	123,905	23,467	898,004	(898,004)	-
Total Program Expenses	\$ 3,235,134	\$ 278,959	\$ 325,994	\$ 865,462	\$ 1,518,981	\$ 676,651	\$ 1,770,138	\$ 474,220	\$ 1,509,635	\$ 285,915	\$ 10,941,090	\$ -	\$ 10,941,090

See Independent Auditors' Report.

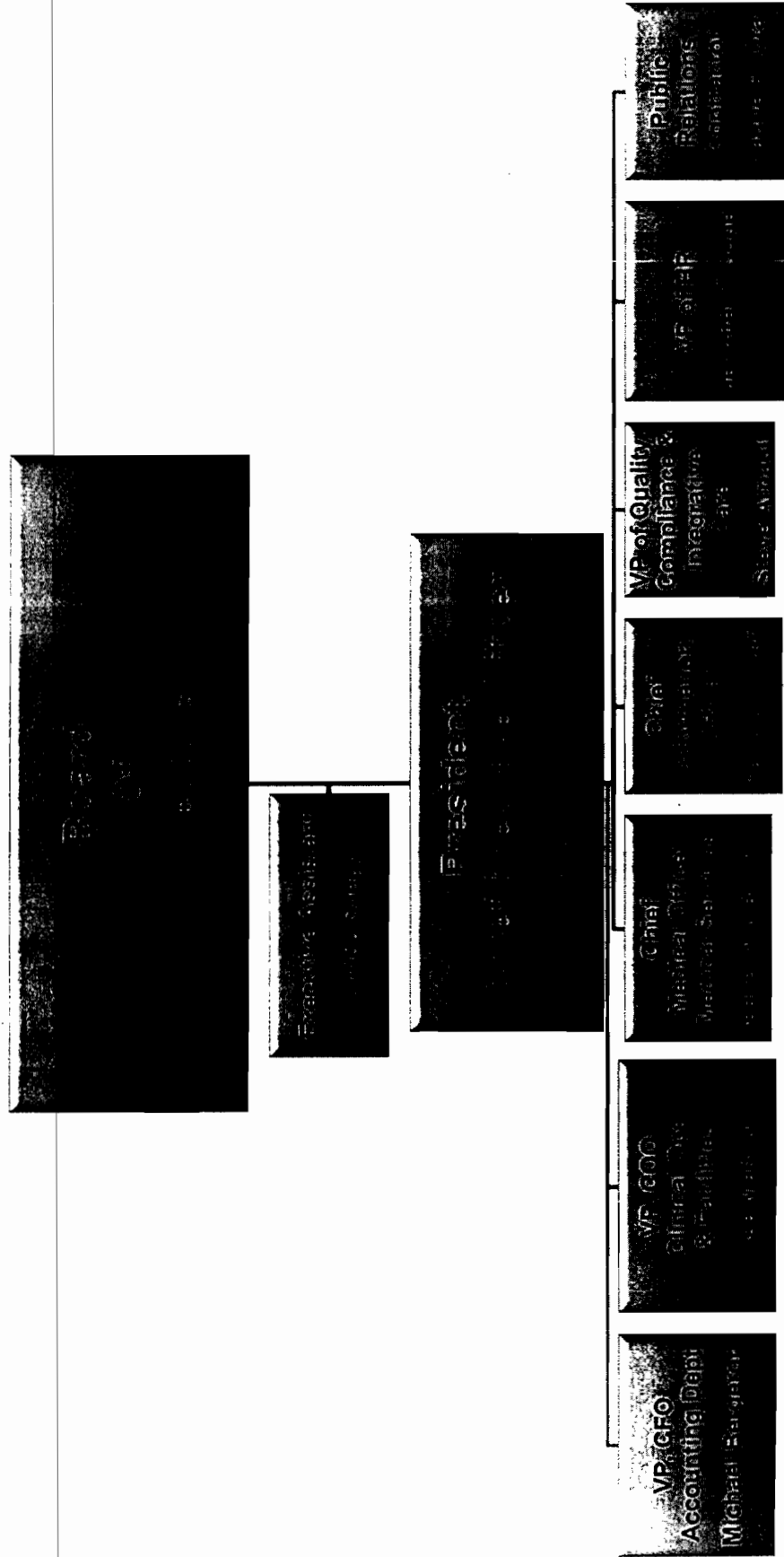
CLM *Center for Life Management*

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.

Center for Life Management Senior Management



9/23/2013



Center for Life Management

BOARD OF DIRECTORS* FY2014

July 1, 2012 to June 30, 2015

Elizabeth Roth
Chairperson

[Redacted]

[Redacted]

Ron Lague
Vice President

[Redacted]

[Redacted]

Wayne D. White
Secretary

[Redacted]

[Redacted]

Philip Plante

[Redacted]

[Redacted]

Jeffrey Rind, MD

[Redacted]

[Redacted]

Gail Corcoran

[Redacted]

[Redacted]

Vic Topo
President & CEO

[Redacted]

[Redacted]

Judi Ryan

[Redacted]

[Redacted]

July 1, 2011 to June 30, 2014

Susan Davis

[Redacted]

[Redacted]

Laura Nelson

[Redacted]

[Redacted]

July 1, 2013 - June 30, 2016

Vernon Thomas

[Redacted]

[Redacted]

VICTOR TOPO

President/Chief Executive Officer

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

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).
- Assumed leadership role in transitioning 32 long-term patients back to our

VICTOR TOPO

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- 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.

EDUCATION

Master of Social Work (MSW)
West Virginia University, Morgantown, WV

Bachelor of Arts (BA)
Siena College, Loudonville, 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

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 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

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.

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.

CLM CENTER FOR LIFE MANAGEMENT
Permanent Housing For Homeless Disabled Project
Beaver Lake Lodge

EXECUTIVE DIRECTOR & KEY EXECUTIVE STAFF

<u>Position</u>	<u>Annual Salary</u>	<u>Total HUD Allocation Percent</u>
CEO	\$127,118.00	0.05 %
CFO	\$108,004.00	0.05 %
COO	\$100,923.00	2 %

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