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Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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May 13, 2019

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** amendments with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, by increasing the price limitation by \$14,764,904 from \$12,939,912 to an amount not to exceed \$27,704,816 in the aggregate, effective July 1, 2019 or upon the date of approval from the Governor and Executive Council, whichever is later, through June 30, 2021, 6% Federal Funds and 94% General Funds.

Vendor	Vendor Code	New Hampshire Locations	Current Budget	Increase/ (Decrease)	Revised Budget
Northern Human Services	177222- B001	Conway	\$783,118	\$1,423,228	\$2,206,346
West Central Services DBA West Central Behavioral Health	177654- B001	Lebanon	\$661,922	\$739,296	\$1,401,218
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480- B001	Laconia	\$673,770	\$773,880	\$1,447,650
Riverbend Community Mental Health, Inc.	177192- R001	Concord	\$853,346	\$957,424	\$1,810,770
Monadnock Family Services	177510- B005	Keene	\$806,720	\$895,320	\$1,702,040
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112- B001	Nashua	\$2,567,238	\$2,695,374	\$5,262,612

The Mental Health Center of Greater Manchester, Inc.	177184- B001	Manchester	\$3,394,980	\$3,502,298	\$6,897,278
Seacoast Mental Health Center, Inc.	174089- R001	Portsmouth	\$1,771,070	\$1,897,648	\$3,668,718
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278- B002	Dover	\$644,626	\$744,736	\$1,389,362
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116- R001	Derry	\$783,122	\$1,135,700	\$1,918,822
TOTAL			\$12,939,912	\$14,764,904	\$27,704,816

Funds are available in the following accounts for State Fiscal Year 2019, and are anticipated to be available in State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

Please see attached financial detail.

EXPLANATION

These ten (10) contracts are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Department contracts for services through the community mental health centers, which are designated by the Department to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403This request, if approved, will allow the Department to provide community mental health services to approximately 45,000 adults, children and families, statewide in New Hampshire.

The ten (10) contracts include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State regulations applicable to the State mental health system, including NH Administrative Rules He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

The Contractors will provide community-based mental health services as identified above to adults, children, and families to build resiliency, promote recovery, reduce inpatient hospital utilization, and improve community tenure. Services include Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Illness Management and Recovery, Evidence Based Supported Employment, Assertive Community Treatment (ACT), Projects for Assistance in Transition from Homelessness,

His Excellency, Governor Christopher T. Sununu and His Honorable Council
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wraparound services for children, and Community Residential Services. These agreements also include delivery of acute care services to individuals experiencing psychiatric emergencies in a hospital emergency department and awaiting admission to a designated receiving facility. These services are within the scope authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the State's acute care hospitals.

Community Mental Health Services will be provided to individuals enrolled in the State Medicaid plan as well as non-Medicaid clients for related services, including Emergency Services for adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the contracted Managed Care Organizations for clients enrolled in managed care, through Medicaid fee-for-service for clients enrolled as a fee-for-service client, and from third party insurance payers. The contracts do not include funding for Medicaid reimbursement, which is paid outside of these contracts.

In accordance with NH RSA 135-C:7, performance standards are included in the contracts. Those performance standards include individual outcome measures and fiscal integrity measures. The effectiveness of services is measured using the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment, or other approved Evidence Based assessment. These individual level outcome tools measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. Effectiveness and quality of services is also measured through annual Fidelity Reviews for Assertive Community Treatment and Supported Employment. Program-wide annual Quality Service Reviews also take place for adult services. Fidelity and Quality Service Reviews reports are published and each contractor develops quality improvement plans for ongoing program improvement. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured with a focus on timely access to appointments, services, and supports.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

Should the Governor and Executive Council determine not to approve this request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Individuals may experience a relapse of symptoms, seek costly services at hospital emergency departments due to the risk of harm to themselves or others, and may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

Area served: Statewide.

Source of funds: 6% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Title IIID: Preventative Health Money from the Administration for Community Living, Substance Abuse Prevention and Treatment Block Grant and the Behavioral Health Services Information System and 94% General Funds.

In the event that the Federal or Other Funds become no longer available, additional General

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 4 of 4

Funds shall not be requested to support these programs.

Respectfully submitted

Approved by:

leffrey A. Meyers

Commissioner

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Hum	an Services (Vendor	Code 1/7222-B004)		· · · · · · · · · · · · · · · · · · ·	1	PO #1056762
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$379,249	\$0	\$379,249
2019	102-500731	Contracts for program services	92204117	\$379,249	\$90,000	\$469,249
2020	102-500731	Contracts for program services	92204117	\$0	\$645,304	\$645,304
2021	102-500731	Contracts for program services	92204117 Subtotal	\$0 \$758,498	\$645,304 \$1,380,608	\$645,304 \$2,139,106
Nost Control 9	Soniose Inc Mondo	r Code 177654-B001)	Contotal	<u>Ψ100,400</u>	\$1,000,000	PO #1056774
vest Central C	Services, inc (vendo	Code 177034-B001)	1			
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$322,191	\$0	\$322,191
2019	102-500731	Contracts for program services	92204117	\$322,191	\$90,000	\$412,191
2020	102-500731	Contracts for program services	92204117	\$0	\$312,878	\$312,878
2021	102-500731	Contracts for program services	92204117	\$0	\$312,878	\$312,878
			Subtotal	\$644,382	\$715,756	\$1,360,138
he Lakes Re	gion Mental Health C	enter (Vendor Code 154480-B001)				PO #1056775
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$328,115	\$0	\$328,115
2019	102-500731	Contracts for program services	92204117	\$328,115	\$90,000	\$418,115
2020	102-500731	Contracts for program services	92204117	\$0	\$324,170	\$324,170
2021	102-500731	Contracts for program services	92204117	\$0	\$324,170	\$324,170
		<u> </u>	Subtotal	\$656,230	\$738,340	\$1,394,570
Riverbend Cor	mmunity Mental Heal	th, Inc. (Vendor Code 177192-R001)				PO #1056778
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$381,653	\$0	\$381,653
2019	102-500731	Contracts for program services	92204117	\$381,653	\$90,000	\$471,653
2020	102-500731	Contracts for program services	92204117	\$0	\$237,708	\$237,708
2021	102-500731	Contracts for program services	92204117	\$0	\$237,708	\$237,708
			Subtotal	\$763,306	\$565,416	\$1,328,722
Monadnock Fa	amily Services (Vend	or Code 177510-B005)	T			PO #1056779
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified	increase/ Decrease	Revised Modified
2018				Budget	1.0	Budget
	102-500731	Contracts for program services	92204117	\$357,590	\$0	\$357,590
2019	102-500731	Contracts for program services	92204117	\$357,590 \$357,590	\$90,000	\$357,590 \$447,590
2019 2020	102-500731 102-500731	Contracts for program services Contracts for program services	92204117 92204117	\$357,590 \$357,590 \$0	\$90,000 \$357,590	\$357,590 \$447,590 \$357,590
2019	102-500731	Contracts for program services	92204117 92204117 92204117	\$357,590 \$357,590 \$0 \$0	\$90,000 \$357,590 \$357,590	\$357,590 \$447,590 \$357,590 \$357,590
2019 2020	102-500731 102-500731	Contracts for program services Contracts for program services	92204117 92204117	\$357,590 \$357,590 \$0	\$90,000 \$357,590	\$357,590 \$447,590 \$357,590
2019 2020 2021	102-500731 102-500731 102-500731	Contracts for program services Contracts for program services	92204117 92204117 92204117	\$357,590 \$357,590 \$0 \$0 \$715,180	\$90,000 \$357,590 \$357,590	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782
2019 2020 2021 Community Co	102-500731 102-500731 102-500731 0uncil of Nashua, NH	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title	92204117 92204117 92204117 Subtotal	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget	\$90,000 \$357,590 \$357,590 \$805,180	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget
2019 2020 2021 Community Co	102-500731 102-500731 102-500731 cuncil of Nashua, NH Class / Account	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799
2019 2020 2021 Community Co Fiscal Year 2018 2019	102-500731 102-500731 102-500731 0uncil of Nashua, NH Class / Account 102-500731 102-500731	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117 92204117	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799 \$1,183,799	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease \$0 \$90,000	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799 \$1,273,799
2019 2020 2021 Community Co Fiscal Year 2018 2019 2020	102-500731 102-500731 102-500731 0uncil of Nashua, NH Class / Account 102-500731 102-500731	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services Contracts for program services Contracts for program services Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117 92204117 92204117	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799 \$1,183,799 \$0	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease \$0 \$90,000 \$1,039,854	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799 \$1,273,799 \$1,039,854
2019 2020 2021 Community Co Fiscal Year 2018 2019	102-500731 102-500731 102-500731 0uncil of Nashua, NH Class / Account 102-500731 102-500731	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117 92204117 92204117	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799 \$1,183,799 \$0 \$0	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease \$0 \$90,000 \$1,039,854 \$1,039,854	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799 \$1,273,799 \$1,039,854 \$1,039,854
2019 2020 2021 Community Co Fiscal Year 2018 2019 2020 2021	102-500731 102-500731 102-500731 0uncil of Nashua, NH Class / Account 102-500731 102-500731 102-500731	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117 92204117 92204117 92204117 Subtotal	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799 \$1,183,799 \$0	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease \$0 \$90,000 \$1,039,854	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799 \$1,273,799 \$1,039,854 \$1,039,854 \$4,537,306
2019 2020 2021 Community Co Fiscal Year 2018 2019 2020 2021	102-500731 102-500731 102-500731 0uncil of Nashua, NH Class / Account 102-500731 102-500731 102-500731	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117 92204117 92204117 92204117 Subtotal	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799 \$1,183,799 \$0 \$0 \$2,367,598	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease \$0 \$90,000 \$1,039,854 \$1,039,854 \$2,169,708	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799 \$1,273,799 \$1,039,854 \$1,039,854 \$4,537,306 PO #1056784
2019 2020 2021 Community Co Fiscal Year 2018 2019 2020 2021	102-500731 102-500731 102-500731 0uncil of Nashua, NH Class / Account 102-500731 102-500731 102-500731 102-500731	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117 92204117 92204117 92204117 Subtotal	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799 \$1,183,799 \$0 \$2,367,598 Current Modified Budget	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease \$0 \$90,000 \$1,039,854 \$1,039,854	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799 \$1,273,799 \$1,039,854 \$1,039,854 \$4,537,306 PO #1056784 Revised Modified Budget
2019 2020 2021 Community Co Fiscal Year 2018 2019 2020 2021	102-500731 102-500731 102-500731 0uncil of Nashua, NH Class / Account 102-500731 102-500731 102-500731	Contracts for program services Contracts for program services Contracts for program services (Vendor Code 154112-B001) Class Title Contracts for program services	92204117 92204117 92204117 Subtotal Job Number 92204117 92204117 92204117 92204117 Subtotal	\$357,590 \$357,590 \$0 \$0 \$715,180 Current Modified Budget \$1,183,799 \$1,183,799 \$0 \$0 \$2,367,598	\$90,000 \$357,590 \$357,590 \$805,180 Increase/ Decrease \$0 \$90,000 \$1,039,854 \$1,039,854 \$2,169,708	\$357,590 \$447,590 \$357,590 \$357,590 \$1,520,360 PO #1056782 Revised Modified Budget \$1,183,799 \$1,273,799 \$1,039,854 \$1,039,854 \$4,537,306 PO #1056784 Revised Modified

92204117

92204117

Subtotal

\$0

\$0

\$3,293,658

\$1,642,884

\$1,642,884

\$3,375,768

\$1,642,884

\$1,642,884

\$6,669,426

Contracts for program services

Contracts for program services

2020

2021

102-500731

102-500731

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$746,765	\$0	\$746,765
2019	102-500731	Contracts for program services	92204117	\$746,765	\$90,000	\$836,765
2020	102-500731	Contracts for program services	92204117	\$0	\$742,820	\$742,820
2021	102-500731	Contracts for program services	92204117	\$0	\$742,820	\$742,820
			Subtotal	\$1,493,530	\$1,575,640	\$3,069,170

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

PO #1056787

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$313,543	\$0	\$313,543
2019	102-500731	Contracts for program services	92204117	\$313,543	\$90,000	\$403,543
2020	102-500731	Contracts for program services	92204117	\$0	\$309,598	\$309,598
2021 102-	102-500731	Contracts for program services	92204117	\$0	\$309,598	\$309,598
			Subtotal	\$627,086	\$709,196	\$1,336,282

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

PO #1056788

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$350,791	\$0	\$350,791
2019	102-500731	Contracts for program services	92204117	\$350,791	\$90,000	\$440,791
2020	102-500731	Contracts for program services	92204117	\$0	\$346,846	\$346,846
2021	102-500731	Contracts for program services	92204117	\$0	\$346,846	\$346,846
			Subtotal	\$701,582	\$783,692	\$1,485,274
		Total CMH Program Support		<u>\$12,021,050</u>	<u>\$12,819,304</u>	<u>\$24,840,354</u>

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

PO #1056782

Fiscal Year,	Class / Account	Class Title	Job Number	Current Modified Budget	increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92224120	\$84,000	\$0	\$84,000
2019	102-500731	Contracts for program services	92224120	\$21,500	\$0	\$21,500
2020	102-500731	Contracts for program services	92224120	\$0	\$61,162	\$61,162
2021	102-500731	Contracts for program services	92224120	\$0	\$61,162	\$61,162
·			Subtotal	\$105,500	\$122,324	\$227,824
		Total Mental Health Block Grant		\$105,500	<u>\$122,324</u>	<u>\$227,824</u>

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

PO #1056762

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
	· · · · · · · · · · · · · · · · · · ·		Subtotal	\$10,000	\$10,000	\$20,000

West Central Services, Inc (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
. 2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
			Subtotal	\$10,000	\$10,000	\$20,000

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

PO #1056775

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
			Subtotal	\$10,000	\$10,000	\$20,000

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

PO #1056778

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
			Subtotal	\$10,000	\$10,000	\$20,000

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
			Subtotal	\$10,000	\$10,000	\$20,000

Community Council of Nashua, NH (Vendor Code 154112-B001)

PO #1056782

Commented Control of Teacher, Will Vollage To 1112 Boot								
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget		
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000		
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000		
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000		
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000		
			Subtotal	\$10,000	\$10,000	\$20,000		

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

PO #1056784

THE WEITER	e Mental Health Center of Greater Manchester (Vendor Code 177 164-8001)							
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget		
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000		
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000		
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000		
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000		
			Subtotal	\$10,000	\$10,000	\$20,000		

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
			Subtotal	\$10,000	\$10,000	\$20,000

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
			Subtotal	\$10,000	\$10,000	\$20,000

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

PO #1056788

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2019	102-500731	Contracts for program services	92204121	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92204121	\$0	\$5,000	\$5,000
			Subtotal	\$10,000	\$10,000	\$20,000
		Total CMH Program Support		\$100,000	<u>\$100,000</u>	\$200,000

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

PO #1056762

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2019	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			Subtotal	\$4,000	\$22,000	\$26,000

West Central Services, Inc (Vendor Code 177654-B001)

PO #1056774

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2019	102-500731	Contracts for program services	92102053	\$4,000	. \$0	\$4,000
2020	102-500731	Contracts for program services	92102053	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92102053	\$0	\$5,000	\$5,000
			Subtotal	\$4,000	\$10,000	\$14,000

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

PO #1056775

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2019	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			Subtotal	\$4,000	\$22,000	\$26,000

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

PO #1056778

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2019	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2020	102-500731	Contracts for program services	92102053	\$0	\$151,000	\$151,000
2021	102-500731	Contracts for program services	92102053	\$0	\$151,000	\$151,000
			Subtotal	\$4,000	\$302,000	\$306,000

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2019	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2020	102-500731	Contracts for program services	92102053	\$0	\$5,000	\$5,000
2021	102-500731	Contracts for program services	92102053	\$0	\$5,000	\$5,000
			Subtotal	\$4,000	\$10,000	\$14,000

Community Council of Nashua, NH (Vendor Code 154112-B001)

PO #1056782

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2019	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2020	102-500731	Contracts for program services	92102053	\$0	\$151,000	\$151,000
2021	102-500731	Contracts for program services	92102053	\$0	\$151,000	\$151,000
			Subtotal	\$0	\$302,000	\$302,000

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

PO #1056784

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2019	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			Subtotal	\$4,000	\$22,000	\$26,000

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2019	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			Subtotal	\$4,000	\$22,000	\$26,000

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

PO #1056787

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2019	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			Subtotal	\$4,000	\$22,000	\$26,000

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

PO #1056788

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2019	102-500731	Contracts for program services	92102053	\$5,000	\$0	\$5,000
2020	102-500731	Contracts for program services	92102053	\$0	\$131,000	\$131,000
2021	102-500731	Contracts for program services	92102053	\$0	\$131,000	\$131,000
			Subtotal	\$9,000	\$262,000	\$271,000
		Total System of Care		\$41,00 <u>0</u>	\$996,000	\$1,037,000

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget		
2018	550-500398	Assessment and Counseling	42105824	\$5,310	\$0	\$5,310		
2019	550-500398	Assessment and Counseling	42105824	\$5,310	\$0	\$5,310		
2020	550-500398	Assessment and Counseling	42105824	\$0	\$5,310	\$5,310		
2021	550-500398	Assessment and Counseling	42105824	\$0	\$5,310	\$5,310		
			Subtotal	\$10,620	\$10,620	\$21 240		

		riscar	Details			
Nest Central S	Services, Inc (Vendor	Code 177654-B001)				PO #1056774
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2020	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
			Subtotal	\$3,540	\$3,540	\$7,080
The Lakes Reg	gion Mental Health C	enter (Vendor Code 154480-B001)				PO #1056775
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2020	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
			Subtotal	\$3,540	\$3,540	\$7,080
Riverbend Cor	mmunity Mental Heal	th, Inc. (Vendor Code 177192-R001)			PO #1056778
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2020	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
			Subtotal	\$3,540	\$3,540	\$7,080
Fiscal Year	Class / Account	Class Title	Job Number 42105824	Current Modified Budget \$1,770	Increase/ Decrease	PO #1056779 Revised Modified Budget \$1,770
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019 2020	550-500398 550-500398	Assessment and Counseling Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	330-300330	Assessment and oddinsening	Subtotal		\$3,540	\$7,080
Community Co	ouncil of Nachua, NH	(Vendor Code 154112-B001)				PO #1056782
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2020	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
	L		Subtotal	\$3,540	\$3,540	\$7,080
The Mental He	ealth Center of Great	er Manchester (Vendor Code 17718	4-B001)			PO #1056784
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
2019	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
2020	550-500398	Assessment and Counseling	42105824	\$0	\$3,540	\$3,540
2021	550-500398	Assessment and Counseling	42105824	\$0	\$3,540	\$3,540
			Subtotal	\$7,080	\$7,080	\$14,160
Seacoast Mer	ntal Health Center, In	c. (Vendor Code 174089-R001)	- 			PO #1056785
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2020	, 550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770

Assessment and Counseling

42105824

Subtotal

2021

550-500398

\$1,770

\$3,540

\$0

\$3,540

\$7,080

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

PO #1056787

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2020	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
			Subtotal	\$3,540	\$3,540	\$7,080

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

PO #1056788

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2019	550-500398	Assessment and Counseling	42105824	\$1,770	\$0	\$1,770
2020	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
2021	550-500398	Assessment and Counseling	42105824	\$0	\$1,770	\$1,770
			Subtotal	\$3,540	\$3,540	\$7,080
		Total Child - Family Services		<u>\$46,020</u>	\$46,020	<u>\$92,040</u>

05-95-42-423010-7926 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, HOMELESS & HOUSING, PATH GRANT (100% Federal Funds)

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

PO #1056**7**78

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$36,250	\$0	\$36,250
2019	102-500731	Contracts for program services	42307150	\$36,250	\$0	\$36,250
2020	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
2021	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
			Subtotal	\$72,500	\$76,468	\$148,968

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$37,000	\$0	\$37,000
2019	102-500731	Contracts for program services	42307150	\$37,000	\$0	\$37,000
2020	102-500731	Contracts for program services	42307150	\$0	\$33,300	\$33,300
2021	102-500731	Contracts for program services	42307150	\$0	\$33,300	\$33,300
			Subtotal	\$74,000	\$66,600	\$140,600

Community Council of Nashua, NH (Vendor Code 154112-B001)

PO #1056782

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$40,300	\$0	\$40,300
2019	102-500731	Contracts for program services	42307150	\$40,300	\$0	\$40,300
2020	102-500731	Contracts for program services	42307150	\$0	\$43,901	\$43,901
2021	102-500731	Contracts for program services	42307150	\$0	\$43,901	\$43,901
			Subtotal	\$80,600	\$87,802	\$168,402

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$40,121	\$0	\$40,121
2019	102-500731	Contracts for program services	42307150	\$40,121	\$0	\$40,121
2020	102-500731	Contracts for program services	42307150	\$0	\$43,725	\$43,725
2021	102-500731	Contracts for program services	42307150	\$0	\$43,725	\$43,725
			Subtotal	\$80,242	\$87,450	\$167,692

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$25,000	\$0	\$25,000
2019	102-500731	Contracts for program services	42307150	\$25,000	\$0	\$25,000
2020	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
2021	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
			Subtotal	\$50,000	\$76.468	\$126,468

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

PO #1056788

Fiscal Year	Cłass / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$29,500	\$0	\$29,500
2019	102-500731	Contracts for program services	42307150	\$29,500	\$0	\$29,500
2020	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
2021	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
			Subtotal	\$59,000	\$76,468	\$135,468
	Total Child - Family Services			<u>\$416,342</u>	<u>\$471,256</u>	\$887,598

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funsd)

Seacoast Mental Health Center (Vendor Code 174089-R001)

PO #1056785

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Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92056502	\$70,000	\$0	\$70,000
2019	102-500731	Contracts for program services	92056502	\$70,000	\$0	\$70,000
2020	102-500731	Contracts for program services	92057502	\$0	\$70,000	\$70,000
2021	102-500731	Contracts for program services	92057502	\$0	\$70,000	\$70,000
			Subtotal	\$140,000	\$140,000	\$280,000
		Total Mental Health Block Grant	·	<u>\$140,000</u>	<u>\$140,000</u>	<u>\$280,000</u>

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	48108462	\$35,000	\$0	\$35,000
2019	102-500731	Contracts for program services	48108462	\$35,000	\$0	\$35,000
2020	102-500731	Contracts for program services	48108462	\$0	\$35,000	\$35,000
2021	102-500731	Contracts for program services	48108462	\$0	\$35,000	\$35,000
			Subtotal	\$70,000	\$70,000	\$140,000
		Total Mental Health Block Grant		<u>\$70,000</u>	<u>\$70,000</u>	<u>\$140,000</u>

Amendment Total Price for All Vendors

\$12,939,912

\$14,764,904

\$27,704,816



State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Northern Human Services, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 87 Washington Street, Conway NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$2,206,346.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #1, Scope of Services.
- Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1, Methods and Conditions Precedent to Payment.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

5/23/19

Name: Katja Fox Title: Director

Northern Human Services

May 20, 2019

Date

Name: Madelene Costello

Title: President

Acknowledgement of Contractor's signature:

State of NH , County of Carroll on May 20, 2019 , before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Susan Wiggin, Notary

Name and Title of Notary or Justice of the Peace

My Commission Expires: September 27, 2022





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

OFFICE OF THE ATTORNEY GENERAL

	OFFICE OF THE AFFORMET SERVICE
612/2019 Date	Name: Naky J. Sover P Title: S. Hast Atty Grand
I hereby certify that the foregoing An the State of New Hampshire at the M	nendment was approved by the Governor and Executive Council of Meeting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite



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Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.
- 3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)

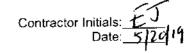




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- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 4.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 4.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

5. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 5.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

6. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 6.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 6.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 6.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.
 - 6.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:

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- 6.1.3.1. Medication-related services,
- 6.1.3.2. Case management services
- 6.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 6.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 6.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 6.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 6.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

7. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 7.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 7.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 7.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member

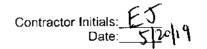




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(excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.

- 7.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 7.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 7.1.3.2. Implement the solutions within forty-five (45) days.
- 7.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 7.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 7.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 7.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 7.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 7.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 7.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual has relocated out of the Contractor's designated community mental health region

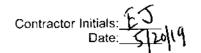




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- 7.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.
- 7.1.7. Secondary ACT Team Expectations
 - 7.1.7.1. The Contractor will maintain ACT capacity to support two (2) mini ACT teams with the combined minimum of 11.88 Full Time Equivalents (FTEs) allocated as follows:
 - 7.1.7.1.1. At the Berlin location, Mini ACT "Team 1" shall have 6.49 FTEs or more dedicated staff within year one and maintained from there on.
 - 7.1.7.1.2. At the Littleton location, Mini ACT "Team 2" shall have 5.39 FTEs or more dedicated staff within year one and maintained from there on.
 - 7.1.7.2. The Contractor will expand ACT capacity to achieve the implementation of one (1) full ACT team with seven (7) to twelve (12) FTEs, allocated as follows:
 - 7.1.7.2.1. At the Conway location, the Full ACT Team shall have a minimum of 9.5 FTEs or more dedicated staff within year one of implementation and a minimum of 10.33 FTEs or more dedicated staff within year two of implementation.
 - 7.1.7.3. The Contractor shall ensure that ACT services at the Conway location are delivered to individuals throughout the entire Carrol County community, including Wolfeboro, and the Contractor shall increase its ability to meet higher ACT fidelity standards.

8. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 8.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 8.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 8.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 8.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients

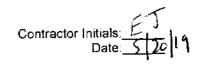




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- 8.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 8.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 8.3.2.2. Implement such solutions within 45 days.
- 8.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 9.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 9.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.

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- 9.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 9.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

10. COORDINATED CARE AND INTEGRATED TREATMENT

10.1. PRIMARY CARE

- 10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 10.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 10.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

10.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE

- 10.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 10.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.

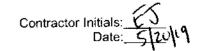




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- 10.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
- 10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
- 10.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 10.2.2.1. Assertive engagement.
 - 10.2.2.2. Motivational interviewing,
 - 10.2.2.3. Medications for substance use disorders.
 - 10.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 10.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

10.3. AREA AGENCIES

- 10.3.1. The Contractor shall use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 10.3.1.1. Services for those dually eligible for both organizations.
 - 10.3.1.2. Transition plans for youth leaving children's services.
 - 10.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 10.3.1.4. A process for assessing individuals leaving NHH.
 - 10.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 10.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

10.4. PEER SUPPORTS

- 10.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 10.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional

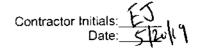




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interventions uniquely suited to the peer role such as intentional peer support

- 10.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
- 10.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

10.5. TRANSITION OF CARE WITH MCO's

- 10.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.
- 10.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 10.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

11. CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 11.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 11.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 11.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:

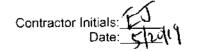




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- 11.1.2.1. Employed to develop an individualized, person-centered treatment plan.
- 11.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
- 11.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
- 11.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
- 11.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
- 11.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
- 11.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.
- 11.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 12.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 12.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

13. APPLICATION FOR OTHER SERVICES

13.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

14. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

14.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

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15. QUALITY IMPROVEMENT

- 15.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 15.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 15.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 15.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 15.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.
- 15.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

16. MAINTENANCE OF FISCAL INTEGRITY

- 16.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 16.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 16.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 16.3.1. Days of Cash on Hand:
 - 16.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 16.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 16.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

16.3.2. Current Ratio:

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- 16.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 16.3.2.2. Formula: Total current assets divided by total current liabilities.
- 16.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.3.3. Debt Service Coverage Ratio:

- 16.3.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 16.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 16.3.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 16.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 16.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

16.3.4. Net Assets to Total Assets:

- 16.3.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 16.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 16.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
- 16.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
- 16.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

16.4. In the event that the Contractor does not meet either:

- 16.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 16.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 16.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 16.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30)



Exhibit A Amendment #1

calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.

- 16.4.2.3. The Department may request additional information to assure continued access to services.
- 16.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 16.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 16.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

17. REDUCTION OR SUSPENSION OF FUNDING

- 17.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 17.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - 17.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - 17.2.2. Emergency services to all individuals;
 - 17.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
 - 17.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

Contractor Initials: Date: 5/22/19



Exhibit A Amendment #1

18. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 18.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 18.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 18.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

19. DATA REPORTING

- 19.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 19.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 19.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 19.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 19.5. General requirements for the Phoenix system are as follows:
 - 19.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary.
 - 19.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - 19.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.
 - 19.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - 19.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

Contractor Initials: Date: 570/19



Exhibit A Amendment #1

- 19.5.5.1. All data is formatted in accordance with the file specifications;
- 19.5.5.2. No records will reject due to illegal characters or invalid formatting; and
- 19.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 19.5.6. The Contractor shall meet the following standards:
 - 19.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 19.5.6.2. <u>Completeness</u>: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
 - 19.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 19.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

20. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 20.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 20.2. Activities that may be funded:
 - 20.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - Contractors performing rewrites to database and/or submittal routines.
 - 20.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 20.2.1.3. Software and/or training purchased to improve data collection.
 - 20.2.1.4. Staff training for collecting new data elements.
 - 20.2.1.5. Developing any other BMHS-requested data reporting system.

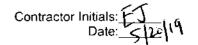




Exhibit A Amendment #1

- 20.3. Other conditions for payment:
 - 20.3.1. Progress Reports from the Contractor shall:
 - 20.3.1.1. Outline activities related to Phoenix database;
 - 20.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 20.3.1.3. Include progress to meet anticipated deadlines as specified.

21. SPECIALTY HOUSING PROVISIONS

- 21.1. The Contractor shall continue to provide intensive residential treatment services for individuals at high risk of admission to NHH within the Northern Human Services catchment area to support the HUD requirement of the Gilpin Community Residence to move from the provision of transitional housing to permanent supported housing.
- 21.2. Funds will be applied to support the staffing costs at the Gilpin Community Residence, 145 High Street, Littleton, NH and to the extent possible the Kearsarge Community Residence, 138 Kearsarge Street, North Conway, NH to enhance staffing support. Data will be submitted to the department as requested.
- 21.3. Reimbursements will be based on costs in accordance with Exhibit B.

22. HOUSING SUPPORT SERVICES

- 22.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 22.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

23. ALTERNATIVE AND CRISIS HOUSING SUBSIDY

- 23.1. The Contractor shall provide the use of a building known as the Kearsarge Residence located at 138 Kearsarge Street, North Conway, NH to provide alternative housing for state eligible clients. Services to include staffed crisis respite bed and supportive services for other residences.
- 23.2. Funds shall be used to support staffing needed as well as ongoing maintenance of the building.
- 23.3. NHS shall report on a quarterly basis the number of individuals residing, the date the individual arrived to the residence, and supports provided while residing there, and the date the individual left the residence.

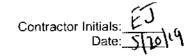


Exhibit B Amendment #1



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency:

U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHS(S))

FAIN:

N/A

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of

Contractor Initials: Date:



Exhibit B Amendment #1

Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

9. Other Contract Programs:

9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 19	SFY20	SFY21
	Amount	Amount	Amount
Div. for Children Youth and Families (DCYF) Consultation	\$5,310	\$5,310	\$5,310
Emergency Services	\$98,304	\$98,304	\$98,304
Assertive Community Treatment Team (ACT) - Adults	\$255,000	\$480,000	\$480,000
ACT Enhancement Payment - Adults	\$25,000		
Behavioral Health Services Information System (BHSIS)	\$5,000	\$5,000	\$5,000
Modular Approach to Therapy for Children with Anxiety,	\$0	\$5,000	\$5,000
Depression, Trauma or Conduct Problems (MATCH)			
Rehabilitation for Empowerment, Education and Work	\$3,945	\$6,000	\$6,000
(RENEW)			
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
Specialty Residential Services Funding	\$0	\$45,000	\$45,000
Alternative and Crisis Housing Subsidy	\$22,000	\$22,000	\$22,000
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Total	\$479,559	\$666,614	\$6 6 6,614

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

Contractor Initials: 5/20/19

Exhibit B Amendment #1

The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults)</u>: The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL COST
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$480,000
	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5,000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 and 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 and 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or	:
ACT Enhancements	Responsibility for crisis services.	\$25,000

9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.

Contractor Initials: FJ Date: 52019



Exhibit B Amendment #1

9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION/RECERTIFI CATION	TOTAL COST
2020		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000
2021		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000

- 9.9. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.10. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving supported housing services in catchment		
area as defined in Exhibit A		\$10,000

- 9.11. Specialty Housing Provisions: Funding to support specialty housing services as outlined in Exhibit A.
- 9.12. Alternative and Crisis Housing Subsidy: Funding to support staffing and building maintenance as outlined in Exhibit A.
- 9.13. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to obtain staff for vacant positions.
- 9.14. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A. Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B. Invoice for funds should outline activity it has supported.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: FJ

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 NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62362

Certificate Number: 0004513873



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of May A.D. 2019.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I. James Salmon, do hereby certify that:

(Name of the electrost cenation Augustic articles and the Augustic articles)

1. I am a duly elected Officer of Northern Human Services.

Later Bridge Connection

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on January 21, 2019;

"Thater

RESOLVED: That the President

The altigent entire is set

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

RESOLVED: That the CEO

is hereby authorized on behalf of this Agency to sign all Exhibits and any amendments to the Exhibits with the State.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

the 20th day of May 2019

(Date Contract Signer)

4. Madelene Costello is the duly elected President, and Eric Johnson the CEO

(Name of Continue Signatury)

of the Agency.

STATE OF New Hampshire

County of Carroll

The forgoing instrument was acknowledged before me this 20th day of May 2019,

James Salr.

Wilden Wilder

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9.27.22

NORTHHUM

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2019

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 to

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Be	dford, NH 03110			E-MAIL ADDRESS: Christine.skehan@usi.com							
855	5 874-0123			INSURER(S) AFFORDING COVERAGE							
INSL	JRED					insurance Company	<u>'</u>		32204		
	Northern Human Services,	Inc.		INSURER 8 :							
	87 Washington Street			INSURER C :							
	Conway, NH 03818-6044			INSURER D :							
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2018 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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in fieu of such endorsement(s). PRODUCER CONTACT Christine.Skehan **USI Insurance Services LLC** PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS: Christine Skehanusi.com 3 Executive Park Drive, Suite 300 Bedford, NH 03110 INSURER(8) AFFORDING COVERAGE NAIC # 855 874-0123 INSURER A ; NH Employers Insurance Company 13083 INSURED INSURER B: Northern Human Services, Inc. INSURER C : 87 Washington Street INSURER D Conway, NH 03818-6044 INSURER E COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NDDLISUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE CLAIMS-MADE OCCUR DAMAGE TO RENTED PREMISES (Ea occurren MED EXP (Any one person) PERSONAL & ADV INJURY GENTLAGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE POLICY LOC PRODUCTS - COMP/OP AGG | \$ OTHER AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT (E8 accident) ANY AUTO 800ILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED SODILY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY PROPERTY DAMAGE (Per scoldent) UMBRELLA LIAR OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABRITY ECC60040004322018A 09/30/2018 09/30/2019 PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$500,000 N (Mandatory in NH) EL DISEASE - EA EMPLOYEE \$500,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence Evidence of Insurance. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE NH DHHS THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN 129 Pleasant Street ACCORDANCE WITH THE POLICY PROVISIONS. Concord, NH 03301 AUTHORIZED REPRESENTATIVE an House

Statement of Mission

"To assist and advocate for people affected by mental illness, developmental disabilities and related disorders in living meaningful lives."

Statement of Vision

Everyone who truly needs our services can receive them, as we strive to meet ever-changing needs through advocacy, innovation, collaboration and skill.

Financial Statements

NORTHERN HUMAN SERVICES, INC.

FOR THE YEARS ENDED JUNE 30, 2018 AND 2017 AND INDEPENDENT AUDITORS' REPORT



JUNE 30, 2018 AND 2017

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To the Board of Directors of Northern Human Services, Inc. Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2018.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2018 and 2017, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2018 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 9, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 25 - 33 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

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October 16, 2018 North Conway, New Hampshire

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STATEMENTS OF FINANCIAL POSITION <u>JUNE 30, 2018 AND 2017</u>

ASSETS

<u> </u>				
0.100 - 100 -		<u>2018</u>		<u>2017</u>
CURRENT ASSETS		40.040.000	_	7.000.000
Cash and cash equivalents, undesignated	\$	10,319,006	\$	7,969,686
Cash and cash equivalents, designated Accounts receivable, less allowance of \$291,000 and		318,202		318,202
\$168,000 for 2018 and 2017, respectively		1,431,724		1,496,143
Grants receivable		103,744		57,860
Assets, limited use		619,951		601,753
Due from related party		•		202,643
Prepaid expenses and deposits		294,263		248,922
Total current assets		13,086,890		10,895,209
PROPERTY AND EQUIPMENT, NET		527,343		500,167
4				
OTHER ASSETS				
Investments Cash value of life insurance		1,880,097		1,753,278
Cash value of life insurance		413,777		395,330
Total other assets	_	2,293,874		2,148,608
Total assets	\$	15,908,107	\$	13,543,984
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES	_			
Accounts payable and accrued expenses	\$	370,452	\$	329,851
Wages payable		1,711,570		1,548,199
Compensated absences payable		704,026		701,325
Other grants payable		69,801		13,134
Refundable advances		337,926		299,311
Deferred revenue		115,685		47,800
Refundable advances, maintenance of effort Client funds held in trust		971,522		32,053
		294,867 44,689		276,337
Due to related party		44,005		
Total liabilities	_	4,620,538		3,248,010
NET ASSETS				
Unrestricted				
Undesignated		10,713,605		9,721,921
Board designated		318,202		318,202
Total unrestricted		11,031,807		10,040,123
Temporarily restricted		3,345		3,434
Permanently restricted		252,417		252,417
Total net assets		11,287,569		10,295,974
Total liabilities and net assets	\$	15,908,107	\$	13,543,984

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	2018 <u>Total</u>	2017 <u>Total</u>
PUBLIC SUPPORT					
State and federal grants	\$ 927,662	\$ -	\$ -	\$ 927,662	\$ 888,151
Other public support	553,387	· -		553,387	493,536
Local and county support	306,732	_	_	306,732	138,189
Donations	24,296		-	24,296	276,125
Total public support	1,812,077			1,812,077	1,796,001
REVENUES					
Program service fees	37,962,172	-	-	37,962,172	36,254,601
Production income	437,758	-	_	437,758	442,276
Other revenues	261,640		<u> </u>	261,640	346,437
Total revenues	38,661,570			38,661,570	37,043,314
Total public support and revenues	40,473,647	<u></u>		40,473,647	38,839,315
EXPENSES					
Program Services					
Mental health	10,914,180	-	-	10,914,180	10,844,235
Developmental services	_23,962,509			23,962,509	23,170,804
Total program services	34,876,689	-	-	34,876,689	34,015,039
General management	4,774,159			4,774,159	4,623,175
Total expenses	39,650.848	<u> </u>		39,650,848	38,638,214
EXCESS OF PUBLIC SUPPORT					
AND REVENUES OVER EXPENSES	822,799		-	822,799	201,101
NON-OPERATING INCOME (LOSS)					
Investment return	139,759	-	-	139,759	208,213
Gain on sale of property	-	-	-	-	123
Change in cash value of life insurance	18,447	-	-	18,447	16,801
Interest income	7,936	2,654	-	10,590	2,334
Net assets released from restrictions	2,743	(2,743)	-		
Total non-operating income (loss)	168,885	(89)		168,796	227,471
Change in net assets	991,684	(89)	-	991,595	428,572
NET ASSETS, BEGINNING OF YEAR	10,040,123	3,434	252,417	10,295,974	9,867,402
NET ASSETS, END OF YEAR	<u>\$ 11,031,807</u>	\$ 3,345	\$ 252,417	\$ 11,287,569	\$ 10,295,974

See Notes to Financial Statements

STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

		<u>2018</u>		2017
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$	991,595	\$	428,572
Adjustments to reconcile change in net assets	•	00.,000	*	120,012
to net cash from operating activities:				
Depreciation		194,292		162,274
Unrealized gain on investments		(82,953)		(145,139)
Realized gain on investments		(23,391)		(33,703)
Gain on sale of property		-		(123)
Change in cash value of life insurance		(5,977)		(6,520)
(Increase) decrease in assets:		(-1)		(-1)
Accounts receivable		64,419		1,334,985
Grants receivable		(45,884)		(6,325)
Assets, limited use		(18,198)		(74,299)
Due from related party		202,643		(40,317)
Prepaid expenses and deposits		(45,341)		4,025
Increase (decrease) in liabilities:		, ,		• • •
Accounts payable and accrued expenses		40,601		(288,171)
Wages payable		163,371		999,271
Compensated absences payable		2,701		(11,122)
Other grants payable		56,667		(43,672)
Refundable advances		38,615		102,342
Deferred revenue		67,885		(21,258)
Refundable advances, maintenance of effort		939,469		32,053
Client funds held in trust		18,530		40,923
Due to related party		44,689		<u>-</u> _
NET CASH PROVIDED BY OPERATING ACTIVITIES		2,603,733		2,433,796
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of property		(221,468)		(107,238)
Proceeds from sale of property		-		1,461
Purchases of investments		(219,532)		(206,038)
Proceeds from sales of investments		232,472		217,466
Reinvested dividends		(33,415)		(29,371)
Change in cash value of life insurance		(12,470)		(10,281)
NET CASH USED IN INVESTING ACTIVITIES		(254,413)		(134,001)
NET INCREASE IN CASH AND CASH EQUIVALENTS		2,349,320		2,299,795
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR		8,287,888		5,988,093
CASH AND CASH EQUIVALENTS, END OF YEAR	\$	10,637,208	\$	8,287,888

STATEMENT OF FUNCTIONAL EXPENSES TOTALS FOR ALL PROGRAMS

	Mental <u>Health</u>	Developmental <u>Services</u>	<u>Subtotals</u>	General <u>Management</u>	2018 <u>Total</u>	2017 <u>Total</u>
EXPENSES						
Salaries and wages	\$ 6,663,485	\$ 8,051,232	\$ 14,714,717	\$ 3,084,942	\$ 17,799,659	\$ 17,806,511
Employee benefits	1,354,024	1,813,646	3,167,670	707,334	3,875,004	3,975,776
Payroll taxes	466,978	584,666	1,051,644	209,770	1,261,414	1,274,240
Client wages	120,777	164,012	284,789	-	284,789	321,396
Professional fees	229,536	11,202,974	11,432,510	274,503	11,707,013	10,780,175
Staff development						
and training	27,418	15,681	43,099	15,513	58,612	59,606
Occupancy costs	542,490	534,222	1,076,712	195,985	1,272,697	1,253,665
Consumable supplies	205,410	227,095	432,505	60,531	493,036	506,953
Equipment expenses	115,737	149,865	265,602	25,086	290,688	229,864
Communications	142,581	122,787	265,368	55,468	320,836	340,185
Travel and transportation	254,925	816,535	1,071,460	43,516	1,114,976	1,141,929
Assistance to individuals	9,573	98,239	107,812	3,009	110,821	102,574
Insurance	58,206	73,980	132,186	15,589	147,775	140,256
Membership dues	27,788	22,327	50,115	56,360	106,475	124,003
Bad debt expense	693,320	84,013	777,333	_	777,333	554,537
Other expenses	1,932	1,235	3,167	26,553	29,720	26,544
Total expenses	\$ 10,914,180	\$ 23,962,509	\$ 34,876,689	\$ 4,774,159	\$ 39,650,848	\$ 38,638,214

STATEMENT OF FUNCTIONAL EXPENSES MENTAL HEALTH

	Non-Specialized Outpatient	State Eligible Adult <u>Outpatient</u>	Outpatient <u>Contracts</u>	Children and <u>Adolescents</u>	
EXPENSES					
Salaries and wages	\$ 343,654	\$ 816,436	\$ 208,099	\$ 821,567	
Employee benefits	53,306	110,570	45,532	161,091	
Payroll taxes	24,504	54,576	14,781	55,731	
Client wages	-	-	2	280	
Professional fees	14,440	20,404	4,317	32,903	
Staff development and training	2,500	4,755	9,245	808	
Occupancy costs	42,796	66,420	10,562	57,369	
Consumable supplies	21,742	10,728	1,405	10,339	
Equipment expenses	7,160	9,661	1,458	8,722	
Communications	17,397	19,878	2,581	16,779	
Travel and transportation	2,204	8,141	3,661	27,052	
Assistance to individuals	20	83	62	1,002	
Insurance	3,796	8,790	1,410	7,637	
Membership dues	4,751	5,502	832	3,217	
Bad debt expense	151,322	92,907	-	31,643	
Other expenses	13	55	1	131	
Total expenses	\$ 689,605	\$ 1,228,906	\$ 303,948	\$ 1,236,271	

STATEMENT OF FUNCTIONAL EXPENSES <u>MENTAL HEALTH</u>

	s	nergency ervices on-BBH	Other <u>Non-BBH</u>		Integrated <u>Health Grant</u>		Bureau of Drug & Alcohol <u>Services</u>	
EXPENSES			_	000 704	\$	14,087	\$	45,157
Salaries and wages	\$	450,754	\$	253,724	Φ	1,048	*	10,962
Employee benefits		51,527		82,595		1,053		3,241
Payroll taxes		30,339		17,042		1,000		-
Client wages		-				100		1,256
Professional fees		10,710		9,508		100		312
Staff development and training		190		4,733		15 110		4,653
Occupancy costs		32,422		18,749		15,418		660
Consumable supplies		4,710		3,523		3,112		632
Equipment expenses		7,271		2,535		-		844
Communications		14,028		4,813		-		2,086
Travel and transportation		425		10,148		226		2,000
Assistance to individuals		-		5		-		609
Insurance		4,342		2,474		-		_
Membership dues		1,554		828		-		270
Bad debt expense		32,405		1,601		-		6,178
Other expenses		16		16	_		_	7
Total expenses	<u>\$</u>	640,693	<u>\$</u>	4 <u>12,294</u>	\$	35,044	<u>\$</u>	76,867

STATEMENT OF FUNCTIONAL EXPENSES MENTAL HEALTH

	Drug <u>Court</u>	Vocational <u>Services</u>	Restorative Partial <u>Hospital</u>	Case <u>Management</u>	
EXPENSES		\$ 110,047	\$ 54,211	\$ 739,106	
Salaries and wages	\$ 95,292	\$ 110,047 26,938	12,488	151,555	
Employee benefits	26,797	12,029	4,010	53,025	
Payroll taxes	6,383	57,770	4,010	-	
Client wages		3,514	1,036	19,639	
Professional fees	19,599	752	148	617	
Staff development and training	-		7,313	47,583	
Occupancy costs	-	12,765	22,237	15,231	
Consumable supplies	760	5,060	2,351	8,580	
Equipment expenses		7,965	2,331	13,964	
Communications	1,368	2,484	249	48,996	
Travel and transportation	5,024	13,850	73	40,000	
Assistance to individuals	180	11	640	6,915	
Insurance	-	1,462	203	2,375	
Membership dues	575	480		159,921	
Bad debt expense	-	2,839	13,044	613	
Other expenses		12	12		
	\$ <u>155,978</u>	\$ 257,978	\$ 118,015	\$ 1,268,120	

STATEMENT OF FUNCTIONAL EXPENSES MENTAL HEALTH

	Supportive <u>Living</u>	Community Residences	Disaster Behavioral <u>Health (DBHRT)</u>	Victims of Crime Act <u>Program</u>	
EXPENSES		0.44.507	\$ 28,282	\$ 385,441	
Salaries and wages	\$ 753,812	\$ 841,527	\$ 28,282 8,048	82,420	
Employee benefits	173,765	207,730	·	25,304	
Payroll taxes	53,631	58,814	1,850	1,070	
Client wages	-	-	-		
Professional fees	14,768	5,347	602	7,322	
Staff development and training	143	145	294	1,088	
Occupancy costs	43,931	43,736	2,474	26,902	
Consumable supplies	17,133	25,282	692	3,595	
Equipment expenses	9,025	14,109	346	3,987	
Communications	7,438	10,046	561	5,434	
Travel and transportation	61,156	11,401	1,034	14,180	
Assistance to individuals	7,237	880	-	20	
	7,653	2,221	322	3,660	
Insurance	2,482	703	101	1,202	
Membership dues	62,221	13,488	-	2,244	
Bad debt expense	905	85	4	24	
Other expenses					
Total expenses	\$ 1,215,300	\$ 1,235,514	<u>\$ 44,610</u>	\$ 56 <u>3,893</u>	

STATEMENT OF FUNCTIONAL EXPENSES MENTAL HEALTH

	ACT <u>Team</u>		IDN <u>Grant</u>		Other Mental Health <u>Programs</u>		Total Mental Health <u>Programs</u>			2017 <u>Total</u>	
EXPENSES					_	48.000	•	C CC2 A95	\$	6,716,223	
Salaries and wages	\$	619,963	\$	38,940	\$	43,386	\$	6,663,485	Ф		
Employee benefits		125,989		11,495		10,168		1,354,024		1,472,110	
Payroll taxes		40,637		2,568		7,460		466,978		467,804	
. Client wages		2,500		-		59,155		120,777		118,840	
Professional fees		62,153		-		1,918		229,536		205,379	
Staff development and training		1,674		-		14		27,418		26,435	
Occupancy costs		85,998		-		23,399		542,490		517,221	
Consumable supplies		9,940		-		49,261		205,410		204,198	
		7,363		14,390		10,182		115,737		90,935	
Equipment expenses		8,075		9,560		7,082		142,581		157,081	
Communications		32,320				13,021		254,925		269,733	
Travel and transportation		32,020		_		_		9,573		10,448	
Assistance to individuals		E 011		_		364		58,206		56,281	
Insurance		5,911		_		803		27,788		36,628	
Membership dues		1,910		-		-		693,320		491,808	
Bad debt expense		123,507		-		4		1,93 <u>2</u>		3,11 <u>1</u>	
Other expenses	_	34	_		_	-	_	1,502	_		
Total expenses	<u>\$</u>	1,127,974	<u>\$</u>	76,953	<u>\$</u>	226,217	<u>\$</u>	10,914,180	<u>\$</u>	10,844,235	

STATEMENT OF FUNCTIONAL EXPENSES <u>DEVELOPMENTAL SERVICES</u>

		Service ordination	School District <u>Contracts</u>		Day <u>Programs</u>		Early Supports <u>& Services</u>		Independent Living <u>Services</u>	
EXPENSES								474.400	٠	167 / 50
Salaries and wages	\$	672,291	\$	82,516	\$	3,191,859	\$	474,492	\$	167,459
Employee benefits		175,224		10,370		857,851		82,996		49,990
Payroli taxes		46,552		6,315		235,991		34,137		11,865
Client wages		-		1,829		143,489		-		-
Professional fees		26,995		580		68,153		207,655		17,413
Staff development and training		1,163		17		3,943		5,644		73
Occupancy costs		45,741		3,086		234,037		13,784		9,631
Consumable supplies		8,746		887		63,041		10,925		2,046
		6,542		560		95,101		3,998		1,651
Equipment expenses		3,747		190		44,987		14,235		1,245
Communications		21,268		6,921		536,527		92,236		8,557
Travel and transportation		118		1		39,568		-		782
Assistance to individuals		6,287		611		28,722		4,118		1,853
Insurance		600		52		13,505		348		163
Membership dues		600		JZ		1,421		82,162		116
Bad debt expense		-		- 1		647		100		5
Other expenses	_	20	_		_	<u> </u>	_		_	
Total expenses	<u>\$</u>	1,015,294	\$	113,936	<u>\$</u>	5,558,842	<u>\$</u>	1,026,830	\$_	272,849

STATEMENT OF FUNCTIONAL EXPENSES <u>DEVELOPMENTAL SERVICES</u>

	ļ	Family Residence	Combined Day/ Residential <u>Vendor</u>		Individual Supported <u>Living</u>		Consolidated <u>Services</u>		Combined Day/ Residential <u>Services</u>	
EXPENSES								707.847	•	50,031
Salaries and wages	\$	1,956,317	\$	-	\$	204,731	\$	767,817	\$	
Employee benefits		375,573		•		56,710		107,306		12,011
Payroll taxes		142,461		-		14,577		54,020		3,404
Client wages		17,599		-		1,095		-		-
Professional fees		3,285,922		2,091,316		57,015		1,158,733		1,410,231
Staff development and training		1,997		-		499		524		31
Occupancy costs		145,631		•		43,425		3,330		1,259
Consumable supplies		113,583		-		8,259		1,536		6,226
Equipment expenses		30,385		-		1,507		5,734		488
Communications		37,594		-		3,229		12,911		458
Travel and transportation		66,993		-		6,562		54,471		-
Assistance to individuals		1,534		-		777		29,911		-
Insurance		18,219		-		1,843		7,160		477
Membership dues		1,965		_		157		5,095		41
Bad debt expense		314		-		-		•		-
·		243		_						5
Other expenses	_				**					
Total expenses	<u> </u>	6,196,330	<u>\$</u>	2,091,316	\$	400,386	\$	2,208,548	\$	1,484,662

STATEMENT OF FUNCTIONAL EXPENSES <u>DEVELOPMENTAL SERVICES</u>

	Acquired Brain <u>Disorder</u>		Other Developmental Services Programs		Total Developmental Services <u>Programs</u>			2017 <u>Total</u>	
EXPENSES	\$	30,619	\$	453,100	\$	8,051,232	\$	8,068,320	
Salaries and wages	Ψ	5,421	•	80,194		1,813,646		1,816,623	
Employee benefits		2,167		33,177		584,666		602,440	
Payroll taxes		2,107		-		164,012		202,556	
Client wages		164.964		2,713,997		11,202,974		10,346,262	
Professional fees		18		1,772		15,681		15,206	
Staff development and training		884		33,414		534,222		552,738	
Occupancy costs		247		11,599		227,095		240,285	
Consumable supplies		329		3,570		149,865		117,111	
Equipment expenses				3,887		122,787		125,917	
Communications		304		•		816,535		832,925	
Travel and transportation		1,337		21,663		98,239		88,687	
Assistance to individuals		-		25,548		73,980		69,636	
Insurance		328		4,362		•		28,416	
. Membership dues		31		370		22,327		62,729	
Bad debt expense		-		-		84,013		953	
Other expenses		3	_	211	_	1,235	-	900	
Total expenses	<u>\$</u>	206,652	<u>\$</u>	3,386,864	\$	23,962,509	<u>\$</u>	23,170,804	

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting

The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long long-lived assets must be maintained or the manner of their disposition, the Organization reports expirations of donor restrictions when the donated or acquired long-lived assets are placed in service. The Organization reports expirations of continuing donor restrictions regarding use or disposition of long-lived assets over the assets' expected useful lives.

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

As of June 30, 2018 and 2017, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

Accounting Estimates

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

It is the policy of the Organization to provide services to all eligible residents of Northern New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions of revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

> 5 - 10 years Vehicles 3 - 10 years Equipment

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Investments

Investments consist of mutual funds and interest-bearing investments and are stated at fair value on the statements of financial position based on quoted market prices. The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the fair value of such investments at any given time.

Accrued Earned Time

The Organization has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

Program Service Fee Revenue

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include reimbursed costs, discounted charges, and per diem payments. Program service fee revenue is reported at the estimated net realizable amounts from clients, third-party payors, and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with the third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Functional Allocation of Expenses

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

Income Taxes

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

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2015 – 2018), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

2. ASSETS, LIMITED USE

As of June 30, 2018 and 2017, assets, limited use consisted of the following:

	<u>2018</u>	<u>2017</u>
Donor restricted cash Client funds held in trust Employee benefits	\$ 255,762 294,867 69,322	276,337
Total assets, limited use	<u>\$ 619,951</u>	<u>\$ 601,753</u>

3. PROPERTY AND DEPRECIATION

As of June 30, 2018 and 2017, property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Vehicles Equipment	\$ 652,964 3,231,824	\$ 575,872 3,186,876
Total property and equipment Less accumulated depreciation	3,884,788 <u>3,357,445</u>	3,762,748 3,262,581
Property and equipment, net	<u>\$ 527.343</u>	<u>\$ 500,167</u>

Depreciation expense totaled \$194,292 and \$162,274 for the years ended June 30, 2018 and 2017, respectively.

4. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2018 and 2017:

		<u>20</u>	<u>18</u>		<u>2017</u>				
		Fair <u>Value</u>		Cost		Fair <u>Value</u>		Cost	
Money Market Funds	\$	15,340	\$	15,340	\$	14 ,071	\$	14,071	
Mutual Funds: Domestic equity fund International equity fu Fixed income funds Other mutual funds		802,467 361,346 634,134 66,810		669,110 333,154 649,092 72,266		747,123 347,495 587,243 57,346	_	646,347 323,864 588,170 _61,020	
Total	<u>\$</u>	1,880,097	<u>\$</u>	1.738,962	<u>\$</u>	1 <u>,753,278</u>	<u>\$</u>	1 <u>,633,472</u>	

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	<u>2018</u>	<u>2017</u>		
Components of Investment Return: Interest and dividends Unrealized gains on investments Realized gains on investments	\$ 33,415 82,953 23,391			
	<u>\$ 139,759</u>	<u>\$ 208,213</u>		

Investment management fees for the years ended June 30, 2018 and 2017 were \$12,940 and \$11,428, respectively.

5. FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, ASC Topic 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2018 and 2017.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2018 and 2017.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

Life Insurance: The surrender value of life insurance is valued at the cash value guaranteed to policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2018 and 2017 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

2018

		Level 1	<u>Le</u>	evel 2		Level 3		<u>Total</u>
MOHO MANAGET WITH	\$	15,340	\$	-	\$	-	\$	15,340
Mutual Funds		802,467		_		-		802,467
Domestic equity funds		361,346		_		-		361,346
International equity funds		634,134		_		-		634,134
Fixed income funds		66,810		_		-		66,810
Other funds Cash Value of Life		00,010						
		_		413,777		<u>-</u>		<u>413,777</u>
Insurance	_							
Total investments at				`			æ	2,293,874
fair value	<u>\$</u>	<u>1,880,097</u>	<u>\$</u>	41 <u>3,777</u>	<u>\$</u> _	<u> </u>	<u> </u>	<u> </u>
				20	47			
				ZU	111			
				<u>20</u>	<u>17</u>			
		Level 1	<u>L</u>	evel 2	<u> </u>	Level 3		<u>Total</u>
Money Market Funds	\$	<u>Level 1</u> 14,071	<u>L</u> \$		\$	<u>Level 3</u>	\$	<u>Total</u> 14,071
Mutual Funds	\$	14,071	_			<u>Level 3</u>	\$	14,071
Mutual Funds Domestic equity funds	•	14,071 747,123	_			<u>Level 3</u>	\$	14,071 747,123
Mutual Funds Domestic equity funds International equity funds	•	747,123 347,495	_			<u>Level 3</u> -	\$	14,071 747,123 347,495
Mutual Funds Domestic equity funds International equity funds Fixed income funds	•	747,123 347,495 587,243	_			<u>Level 3</u>	\$	14,071 747,123 347,495 587,243
Mutual Funds Domestic equity funds International equity funds Fixed income funds Other funds	•	747,123 347,495	_			<u>Level 3</u>	\$	14,071 747,123 347,495
Mutual Funds Domestic equity funds International equity funds Fixed income funds	•	747,123 347,495 587,243	_			<u>Level 3</u>	*	14,071 747,123 347,495 587,243

RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period until further notice. Contributions totaled \$270,725 and \$269,936 for the years ended June 30, 2018 and 2017, respectively.

CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2018 and 2017. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated \$10,301,484 and \$8,146,611, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

8. CONCENTRATION OF RISK

For the years ended June 30, 2018 and 2017, approximately 85% and 86% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health through August 2021.

Medicaid receivables comprise approximately 65% and 71% of the total accounts receivable balances at June 30, 2018 and 2017, respectively.

9. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$897,369 and \$893,902 for the years ended June 30, 2018 and 2017, respectively.

The approximate future minimum lease payments on the above leases for the year ending June 30, 2019 is \$919,360.

See the Related Party Transactions footnote for information regarding lease agreements with a related party.

10. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due to/from Related Party

At June 30, 2018, the Organization had a due to Shallow River balance in the amount of \$44,689. At June 30, 2017, the Organization had a receivable due from Shallow River balance in the amount of \$202,643.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$728,526 for each of the years ended June 30, 2018 and 2017. The Organization also leases space from a board member for \$1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2018 and 2017.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2018, Shallow River did not make a donation to the Organization but retained its surplus of \$264,560 due to the purchase of a new building during the year and for use in future renovation projects and maintenance costs. Donation revenue, from Shallow River to the Organization, aggregated \$243,622 for the year ended June 30, 2017.

11. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2018 and 2017, the outstanding capitated payment liability totaled \$971,522 and \$32,053, respectively.

12. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization insures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

13. TEMPORARILY RESTRICTED NET ASSETS

Temporarily restricted net assets are available for the following purposes:

	<u>2018</u>			<u>2017</u>		
Dream Team Fund Income earned on the Memorial Fund	\$ 	2,924 421	\$ 	3,121 313		
Total temporarily restricted net assets	<u>\$</u>	<u>3,345</u>	<u>\$</u>	<u>3,434</u>		

14. ENDOWMENT FUND AND PERMANENTLY RESTRICTED NET ASSETS

As a result of the June 30, 2006 merger of The Center of Hope For Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the FASB ASC (ASC 958-205 and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2018 and 2017, the endowment was entirely composed of permanently restricted net assets.

Changes in endowment net assets (at fair value) as of June 30, 2018 were as follows:

	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>Total</u>		
Certificates of deposit, beginning of year Interest income Withdrawals	\$ 505 (50 <u>5</u>)	\$ 252,417	\$ 252,417 505 (505)		
Certificates of deposit end of year	<u>\$</u>	<u>\$ 252,417</u>	<u>\$ 252,417</u>		

Changes in endowment net assets (at fair value) as of June 30, 2017 were as follows:

	Tempo <u>Restri</u>	_	manently estricted	<u>Total</u>		
Certificates of deposit, beginning of year Interest income Withdrawals	\$	550 (550)	\$ 252,417 - -	\$ 	252,417 550 (5 <u>50</u>)	
Certificates of deposit end of year	\$		\$ <u> 252,417</u>	<u>\$</u>	<u>252,417</u>	

15. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

16. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 16, 2018, the date the June 30, 2018 financial statements were available for issuance.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES <u>TOTALS FOR ALL PROGRAMS</u>

	Mental Health	Developmeπtał <u>Şervices</u> <u>Subtotals</u>		General <u>Management</u>	2018 <u>Total</u>	2017 <u>Total</u>
REVENUES						
Program service fees:						
Client fees	\$ 676,504	\$ 40,493	\$ 716,997	\$ -	\$ 716,997	\$ 577,562
Residential fees	70,500	251,843	322,343		322,343	206,013
Blue Cross	217,556	34,592	252,148	-	252,148	184,160
Medicaid	11,596,955	23,971,027	35,567,982	-	35,567,982	34,248,487
Medicare	575,847	-	575,847	-	575,847	504,333
Other insurance	287,550	67,330	354,880	-	354,880	315,059
Local educational authorities	-	157,808	157,808	-	157,808	167,681
Vocational rehabilitation	5,917	5,094	11,011	-	11,011	6,541
Other program fees	58	3,098	3,156	-	3,156	44,765
Production/service income	222,560	215,198	437,758	-	437,758	442,276
Public support:						
Local/county government	287,832	18,900	306,732	-	306,732	138,189
Donations/contributions	4,403	17,983	22,386	1,910	24,296	276,125
Other public support	333,880		333,880	-	333,880	255,237
Bureau of Developmental Services						
and Bureau of Behavioral Health	379,308	240,771	620,079	-	620.079	674,026
Other federal and state funding:						
HUD	129,530	-	129,530	-	129,530	129,535
Other	170,477	•	170,477	7,576	178,053	84,590
Private foundation grants	219,507	-	219,507	•	219,507	238,299
Other revenues	47,724	<u>85,099</u>	132,823	128,817	261,640	346,437
Total revenues	15,226,108	25,109,236	40,335,344	138,303	40,473,647	38,839,315
EXPENSES						
Salaries and wages	\$ 6,663,485	\$ 8,051,232	\$ 14,714,717	\$ 3,084,942	\$ 17,799,659	\$ 17,806,511
Employee benefits	1,354,024	1,813,646	3,167,670	707,334	3,875,004	3,975,776
Payroll taxes	466,978	584,666	1,051,644	209,770	1,261,414	1,274,240
Client wages	120,777	164,012	284,789	-	284,789	321,396
Professional fees	229,536	11,202,974	11,432,510	274,503	11,707,013	10,780,175
Staff development and training	27,418	15,681	43,099	15,513	58,612	59,606
Occupancy costs	542,490	534,222	1,076,712	195,985	1,272,697	1,253,665
Consumable supplies	205,410	227,095	432,505	60,531	493,036	506,953
Equipment expenses	115,737	149,865	265,602	25,086	290,688	229,864
Communications	142,581	122,787	265,368	55,468	320,836	340,185
Travel and transportation	254,925	816,535	1,071,460	43,516	1,114,976	1,141,929
Assistance to individuals	9,573	98,239	107,812	3,009	110,821	102,574
Insurance	58,206	73,980	132,186	15,589	147,775	140,256
Membership dues	27,788	22,327	50,115	56,360	106,475	124,003
Bad debt expense	693,320	84,013	777,333	-	777,333	554,537
Other expenses	1,932	1,235	3,167	<u>26,553</u>	29,720	<u>26,544</u>
Total expenses	10,914,180	_23,962,509	34,876,689	4,774,159	39,650,848	38,638,214
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENSES	S \$_4,311,928	<u>\$ 1.146,727</u>	\$ 5,458,655	<u>\$ (4,635,856)</u>	\$ 822,799	\$ 201, <u>101</u>

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES MENTAL HEALTH

	Non-Specialized Outpatient		State Eligible Audit <u>Outpatient</u>		Outpatient Contracts		Children and <u>Adolescents</u>	
REVENUES								
Program service fees:				04.530	\$		\$	42,375
Client fees	\$	47,036	\$	91,538	Ф	_	Ψ	12,0.0
Residential fees		-		-		_		50,277
Blue Cross		52,325		90,515		671,869		2,719,575
Medicaid		73,495		948,476		600,1 (0		2,, 10,0.0
Medicare		115,322		374,503		~		37,948
Other insurance		71,768		124,967		_		-
Local educational authorities		-		-		-		_
Vocational rehabilitation		-		-		-		_
Other program fees		8		-		-		_
Production/service income		-		-		-		
Public support:								_
Local/county government		134,639		-		-		_
Donations/contributions		4,403		-		47.034		_
Other public support		-		-		17,921		_
Bureau of Developmental Services								4,000
and Bureau of Behavioral Health		-		-		-		4,000
Other federal and state funding:								
HUD		-		-		-		_
Other		-		-		-		-
Private foundation grants		9,507		-		-		_
Other revenues		32,021		 _	_			
Total revenues		540,524		1,629,999		689,790		<u>2,854,175</u>
EXPENSES								
Salaries and wages	\$	343,654	\$	816,436	\$	208,099	\$	821,567
Employee benefits	•	53,306		110,570		45,532		161,091
Payroll taxes		24,504		54,576		14,781		55,731
Client wages		· <u>-</u>		_		2		280
Professional fees		14,440		20,404		4,317		32,903
Staff development and training		2,500		4,755		9,245		808
Occupancy costs		42,796		66,420		10,562		57,369
Consumable supplies		21,742		10,728		1,405		10,339
Equipment expenses		7,160		9,661		1,458		8,722
Communications		17,397		19,878		2,581		16,779
Travel and transportation		2,204		8,141		3,661		27,052
Assistance to individuals		20		83		62		1,002
Insurance		3,796		8,790		1,410		7,637
Membership dues		4,751		5,502		832		3,217
Bad debt expense		151,322		92,907		-		31,643
Other expenses		13	_	55	_	<u>_1</u>	_	131
Total expenses		689,605	_	1,228,906	_	303,948	_	1,236,271
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$	(149,081)	<u>\$</u>	401,093	<u>\$</u>	385,842	<u>\$</u>	1,617,904

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES <u>MENTAL HEALTH</u>

	Emergency Services <u>Non-BBH</u>	Other Non-BBH	Integrated <u>Health Grant</u>	Bureau of Drug & Alcohol <u>Services</u>		
REVENUES						
Program service fees:			_			
Client fees	\$ 48,947	\$ 841	\$ -	\$ 5,922		
Residential fees	-	•	•			
Blue Cross	12,207	-	-	6,017		
Medicaid	107,228	332,989	•	22,840		
Medicare	16,923	-	-	8,623		
Other insurance	24,007	557	•	20,576		
Local educational authorities	-	-	•	-		
Vocational rehabilitation	-	-	-	-		
Other program fees	-	-		•		
Production/service income	-	-	-	-		
Public support:						
Local/county government	-	-	-	•		
Donations/contributions	-	-	-			
Other public support	-	-	-	-		
Bureau of Developmental Services						
and Bureau of Behavioral Health	98,304	-	•	-		
Other federal and state funding:						
HUD	-	-		-		
Other	70	644	37,851	-		
Private foundation grants	-	210,000	_	-		
Other revenues		<u>-</u>		<u> </u>		
Other revenues	 _	•				
Total revenues	307,616	545,031	37,851	63,978		
EXPENSES				45.457		
Salaries and wages	\$ 450.754	\$ 253,724	\$ 14,087	\$ 45,157		
Employee benefits	51,527	82,595	1,048	10,962		
Payroll taxes	30,339	17,042	1,053	3,241		
Client wages	-	•	-			
Professional fees	10,710	9,508	100	1,256		
Staff development and training	190	4,733	-	312		
Occupancy costs	32,422	18,749	15,418	4,653		
Consumable supplies	4,710	3,523	3,112	660		
Equipment expenses	7,271	2,535	-	632		
Communications	14,028	4,813	-	844		
Travel and transportation	425	10,148	226	2,086		
Assistance to individuals	-	5	-	-		
Insurance	4,342	2,474	-	609		
Membership dues	1,554	828	•	270		
Bad debt expense	32,405	1,601	-	6,178		
Other expenses	16	16		7		
Total expenses	640,693	412,294	35,044	76,867		
EXCESS (DEFICIENCY) OF REVENUES		a 400.707	e ዓስላታ	\$(12,889)		
OVER EXPENSES	\$(333,0 <u>77</u>)	\$ 132,737	\$ 2,807	\$ (12,889)		

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES MENTAL HEALTH

	Drug <u>Court</u>		Vocational <u>Services</u>		Restorative Partial <u>Hospital</u>		Case <u>Management</u>	
REVENUES								
Program service fees:			•	3,813	\$	13,796	\$	192,777
Client fees	\$	-	\$	3,013	Ψ	10,730	•	-
Residential fees		-		•				
Blue Cross		-		119,717		328,445		1,509,957
Medicaid		•		, 19,717		246		716
Medicare		•						
Other insurance		-		_				-
Local educational authorities		•		5,917				_
Vocational rehabilitation		50		3,517				-
Other program fees		50		51,878		_		_
Production/service income		-		31,575				
Public support:		150 100		_		_		_
Local/county government		153,193		_				-
Donations/contributions		-		_		_		_
Other public support		-						
Bureau of Developmental Services				_		-		-
and Bureau of Behavioral Health		-						
Other federal and state funding:				_				_
HUD		-				_		_
Other		-		_				
Private foundation grants		15,330				_		-
Other revenues		_15,550	-					<u> </u>
Total revenues		168,573		181,325		342,487	_	1,703,450
EXPENSES								
Salaries and wages	\$	95,292	\$	110,047	\$	54,211	\$	739,106
Employee benefits		26,797		26,938		12,488		151,555
Payroll taxes		6,383		12,029		4,010		53,025
Client wages		-		57,770		•		-
Professional fees		19,599		3,514		1,036		19,639
Staff development and training		-		752		148		617
Occupancy costs		-		12,765		7,313		47,583
Consumable supplies		760		5,060		22,237		15,231
Equipment expenses		-		7,965		2,351		8,580
Communications		1,368		2,484		249		13,964
Travel and transportation		5,024		13,850		-		48,996
Assistance to individuals		180		11		73		6.015
Insurance		-		1,462		640		6,915
Membership dues		575		480		203		2,375
Bad debt expense		-		2,839		13,044		159,921 613
Other expenses				12	-	12	_	010
Total expenses	_	155,978	_	257,978	_	118,015	_	1,268,120
EXCESS (DEFICIENCY) OF REVENUES								,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
OVER EXPENSES	<u>\$</u>	12,595	\$	(76,653)	<u>\$</u>	224,472	<u>\$</u>	435,330

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES MENTAL HEALTH

	Supportive <u>Living</u>		Community Residences		Disaster <u>Behavioral</u>		Victims of Crime Act	
REVENUES								
Program service fees:							_	7.040
Client fees	\$	72,762	\$	17,025	\$	-	\$	7,043
Residential fees		-		51,948		•		5 000
Blue Cross		-		-		-		5,888
Medicaid		1,834,632		1,162,870		-		71,270
Medicare		-		-		-		16,348
Other insurance		-		-		-		5,947
Local educational authorities		-		-		-		-
Vocational rehabilitation		-		-		-		-
Other program fees		-		-		-		-
Production/service income		-		-		-		-
Public support:								
Local/county government		-		-		-		-
Donations/contributions		-		-		-		245.050
Other public support		-		-		-		315,959
Bureau of Developmental Services								
and Bureau of Behavioral Health		-		-		-		•
Other federal and state funding:								
DUH		-		129,530				-
Other		-		-		51,538		•
Private foundation grants		-				-		-
Other revenues		<u>-</u>		371		_		
Total revenues		1,907.394		1,361,744		51,538	_	422,455
EXPENSES								
Salaries and wages	\$	753,812	\$	841,527	\$	28,282	\$	385,441
Employee benefits		173,765		207,730		8,048		82,420
Payroli taxes		53,631		58,814		1,850		25.304
Client wages		-		-		-		1,070
Professional fees		14,768		5,347		602		7,322
Staff development and training		143		145		294		1,088
Occupancy costs		43,931		43,736		2,474		26,902
Consumable supplies		17,133		25,282		692		3,595
Equipment expenses		9,025		14,109		346		3,987
Communications		7,438		10,046		561		5,434
Travel and transportation		61,156		11,401		1,034		14,180
Assistance to individuals		7,237		880		-		20
Insurance		7,653		2,221		322		3,660
Membership dues		2,482		703		101		1,202
Bad debt expense		62,221	•	13,488		4		2, 244 24
Other expenses	_	905		<u>85</u>		4		
Total expenses	_	1,215,300		1,235,514		44,610		563,893
EXCESS (DEFICIENCY) OF REVENUES								
OVER EXPENSES	<u>\$</u>	692,094	\$	126,230	<u>\$</u>	6,928	<u>\$</u>	(141,438)

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES MENTAL HEALTH

	ACT <u>Team</u>	IDN <u>Grant</u>	Other Mental Health <u>Programs</u>	Total Mental Health <u>Programs</u>	2017 <u>Total</u>
REVENUES					
Program service fees:	\$ 132,629	\$ -	\$ -	\$ 676,504	\$ 562,339
Client fees	18,552			70,500	69,366
Residential fees	327	_	-	217,556	152,381
Blue Cross	1,693,592	_	-	11,596,955	11,465,895
Medicaid	43,166	-	-	575,847	504,333
Medicare	1,780	_	-	287,550	265,846
Other insurance	1,700	_	_	· -	-
Local educational authorities		_	_	5,917	1,113
Vocational rehabilitation	-	_	_	58	5,000
Other program fees	-	_	170,682	222,560	224,456
Production/service income	-	_	110,002		
Public support:			-	287,832	122,889
Local/county government	-	_	_	4,403	4,971
Donations/contributions	-	•	_	333,880	255,237
Other public support	-	-		300,000	
Bureau of Developmental Services	077.004			379,308	377,086
and Bureau of Behavioral Health	277,004	-	- ,	0.000	4.1,020
Other federal and state funding:				129,530	129,535
HUD	-	-	•	170,477	80,855
Other	-	80,444	-		238,299
Private foundation grants	-	-	2	219,507 47,724	98,456
Other revenues	_			47,124	00,100
Total revenues	2,167,050	80,444	170,684	<u>15,226,108</u>	14,558,057
CADENICES					
EXPENSES	\$ 619,963	\$ 38,940	\$ 43,386	\$ 6,663,485	\$ 6,716,223
Salaries and wages	125,989	11,495	10,168	1,354.024	1,472,110
Employee benefits	40,637	2,568	7,460	466,978	467,804
Payroll taxes	2,500		59,155	120,777	118,840
Client wages	62,153		1,918	229,536	205,379
Professional fees	1,674	_	14	27,418	26,435
Staff development and training	85,998	_	23,399	542,490	517,221
Occupancy costs	9,940		49,261	205,410	204,198
Consumable supplies	7,363	14,390	10,182	115,737	90,935
Equipment expenses	8,075	9,560	7,082	142,581	157,081
Communications	32,320	\$,566	13,021	254,925	269,733
Travel and transportation	32,320	_	15,027	9,573	10,448
Assistance to individuals	- - 044	•	364	58,206	56,281
Insurance	5,911	-	803	27,788	36,628
Membership dues	1,910	-	603	693,320	491,808
Bad debt expense	123,507	-	4	1,932	3,111
Other expenses	34			1,002	
Total expenses	1,127,974	76,953	226,217	10,914,180	10,844,235
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 1,039,076	\$ 3,491	\$ (55,533)	\$_4.311 <u>,928</u>	\$ 3,713,822

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES <u>DEVELOPMENTAL SERVICES</u>

		ervice irdination	D	chool istrict intracts	<u>P</u> :	Day r <u>ograms</u>	Şı	Early ipports <u>Services</u>	1	ependent Living ervices
REVENUES										
Program service fees:							_	40.400	\$	
Client fees	\$	-	\$	-	\$	-	\$	40,493	÷	_
Residential fees		-		-		-		- 04.500		-
Blue Cross		-		-		-		34,592		382,822
Medicaid		978,835		-		4,049,257		1,039,309		302,022
Medicare		•		-		-		-		-
Other insurance		-		-		-		67,330		-
Local educational authorities		-		157,808				-		-
Vocational rehabilitation		-		-		5,094		-		•
Other program fees		-		-		3,098		-		-
Production/service income		-				191,598		-		-
Public support:										
Local/county government		-		-		18,900		-		-
Donations/contributions		~		-		17,573		-		-
Other public support		-		-		-		-		-
Bureau of Developmental Services										
and Bureau of Behavioral Health		-		-		-		107,070		-
Other federal and state funding:										
HUD		-		-		-		-		-
Other		-		•		•		-		-
Private foundation grants		-		-				-		-
Other revenues						41,148		45		
Total revenues		978,835	_	157,808	_	4.326,668		1,288,839	_	382.822
EXPENSES										
Salaries and wages	\$	672,291	\$	82,516	\$	3,191,859	\$	474,492	\$	167,459
Employee benefits		175,224		10,370		857,851		82,996		49,990
Payroll taxes		46,552		6,315		235,991		34,137		11,865
Client wages		-		1,829		143,489		-		-
Professional fees		26,995		580		68,153		207,655		17,413
Staff development and training		1,163		17		3,943		5,644		73
Occupancy costs		45,741		3,086		234,037		13,784		9,631
Consumable supplies		8,746		887		63,041		10,925		2,046
Equipment expenses		6,542		560		95,101		3,998		1,651
Communications		3,747		190		44,987		14.235		1,245
Travel and transportation		21,268		6,921		536,527		92,236		8,557
Assistance to individuals		118		1		39,568		-		782
Insurance		6,287		611		28,722		4,118		1,853
Membership dues		600		52		13,505		348		163
Bad debt expense				-		1,421		82,162		116
Other expenses		20		1		647		100	_	5
Total expenses	_	1,015,294		113,936	_	5,558,842	_	1,026,830	_	272,849
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$</u>	(36,459)	\$	43,872	<u>\$</u>	(1,232,174)	<u>\$</u>	262,009	<u>\$</u>	109,973

NORTHERN HUMAN SERVICES. INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES <u>DEVELOPMENTAL SERVICES</u>

	Family <u>Residence</u>	Combined Day/ Residential <u>Vendor</u>	Individual Supported <u>Living</u>	Consolidated Services	Combined Day/ Residential <u>Services</u>
REVENUES					
Program service fees:	_	•	s -	s -	\$ -
Client fees	\$ -	\$ -	37,329	-	
Residential fees	198,437	-	\$1,529	_	_
Blue Cross	- 450 004	0.042.047	314,422	2,538,651	1,659,665
Medicaid	7,173,301	2,213,247	\$14,422 -	2,000,00	-
Medicare	•	-	-	_	_
Other insurance	-	-	_	_	_
Local educational authorities	-	-	-	_	
Vocational rehabilitation	-	-	•	_	_
Other program fees	-	-	4 272	_	_
Production/service income	22,228	-	1,372	_	
Public support.					
Local/county government	-	•	-	•	_
Donations/contributions	410	•	•	-	
Other public support	-	-	-	-	
Bureau of Developmental Services					
and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	•	•	-
Private foundation grants		•	-	-	-
Other revenues	14,656		830		
Total revenues	7,409,032	2,213,247	353,953	<u>2,53</u> 8,651	1,659,665
EVDENCEO					
EXPENSES	\$ 1,956,317	\$ -	\$ 204,731	\$ 767,817	\$ 50,031
Salaries and wages	375,573	=	56,710	107,306	12,011
Employee benefits	142,461	-	14,577	54,020	3,404
Payroll taxes	17,599	_	1,095	-	-
Client wages	3.285,922	2,091,316	57,015	1,158,733	1,410,231
Professional fees	1,997		499	524	31
Staff development and training	145,631	_	43,425	3,330	1,259
Occupancy costs	113,583	-	8,259	1,536	6,226
Consumable supplies	30,385	-	1,507	5,734	488
Equipment expenses	37,594	-	3,229	12,911	458
Communications	66,993	_	6,562	54,471	-
Travel and transportation	1,534		7 77	29,911	
Assistance to individuals	18,219	-	1,843	7,160	4 77
Insurance	1,965		157	5,095	41
Membership dues	314		_	-	-
Bad debt expense	243		-		5
Other expenses					
Total expenses	6,196,330	2,091,316	400,386	<u>2,208,548</u>	1,484,662
EXCESS (DEFICIENCY) OF REVENUES					
OVER EXPENSES	<u>\$ 1,212,702</u>	<u>\$ 121,931</u>	<u>\$ (46,433)</u>	\$ 33 <u>0,103</u>	<u>\$ 175,003</u>

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES <u>DEVELOPMENTAL SERVICES</u>

	Acquired Brain <u>Disorder</u>	Other Developmental Services <u>Programs</u>	Total Developmental Services <u>Programs</u>	2017 <u>Total</u>
REVENUES				
Program service fees:				e 45 22 2
Client fees	\$ -	\$ -	\$ 40,493	\$ 15,223
Residential fees	•	16,077	251,843	136,647
Blue Cross	-	-	34,592	31,779
Medicaid	350,708	3,270,810	23,971,027	22,782,592
Medicare	•	-	-	40.242
Other insurance	-	-	67,330	49,213
Local educational authorities	-	-	157,808	167,681
Vocational rehabilitation	-	-	5,094	5,428
Other program fees	-	-	3,098	39,765
Production/service income	-	-	215,198	217,820
Public support:				
Local/county government	-	-	18,900	15,300
Donations/contributions	-	-	17,983	27,338
Other public support	-	-	-	-
Bureau of Developmental Services				
and Bureau of Behavioral Health	-	133,701	240,771	296,940
Other federal and state funding:				
HUD	-	-	-	-
Other	-	•	-	-
Private foundation grants	-	-		-
Other revenues		28,420	85,099	
Total revenues	350,708	3,449,008	25,109,236	23,863,692
EXPENSES				
Salaries and wages	\$ 30,619	\$ 453,100	\$ 8,051,232	\$ 8,068,320
Employee benefits	5,421	80,194	1,813,646	1,816,623
Payroll taxes	2,167	33,177	584,666	602,440
Client wages	-	-	164,012	202,556
Professional fees	164,964	2,713,997	11,202,974	10,346,262
Staff development and training	18	1,772	15,681	15,206
Occupancy costs	884	33,414	534,222	552,738
Consumable supplies	247	11,599	227,095	240,285
Equipment expenses	329	3,570	149,865	117,111
Communications	304	3,887	122,787	125,917
Travel and transportation	1,337	21,663	816,535	832,925
Assistance to individuals	· -	25,548	98,239	88,687
Insurance	328	4,362	73,980	69,636
Membership dues	31	370	22,327	28,416
Bad debt expense	-	_	84,013	62,729
	3	211	1,235	953
Other expenses			03.060.500	22 170 904
Total expenses	206,652	3,386,864	23,962,509	<u>23,170,804</u>
EXCESS (DEFICIENCY) OF REVENUES			# #440.707	\$ 692,888
OVER EXPENSES	\$144,056	<u>\$ 62,144</u>	<u>\$ 1,146,727</u>	\$ 692,888

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

Officers:	Eric Johnson, CEO Madelene Costello, President Dorothy Borchers, Vice President James Salmon, Treasurer Becky McEnany, Secretary		Office 447-3347	<u>Home</u>	Term M/Y <u>Began / End</u> 10.18 / 10.20 10.18 / 10.20 10.17 / 10.19 10.18 / 10.20
Staff:	Dale Heon, CFO Susan Wiggin, Executive Assistant Suzanne Gaetjens-Olsen, MH Reg Administrato Liz Charles, DD Reg Administrator	r	447-3347 447-3347 444-5358 447-3347		
Term <u>Expire</u>	The Mental Health Center 3 Twelfth St., Berlin, NH 03570	Kassie Eafrati Director of BH	752-7404		
'19 '20 '20	Margaret McClellan, *Stephen Michaud, *Dorothy Borchers,				6/01 11/02 05/17
	The Mental Health Center 25 W. Main St., Conway, NH 03818 70 Bay St., Wolfeboro 03894 New Horizons 626 Eastman Road, Center Conway, NH 03818	Eve Klotz Director of BH Shanon Mason DS Director	447-2111 569-1884 356-6310		
'21 '20 '21	*Maddie Costello, *Carrie Duran, James Salmon,				9/06 1/17 11/03
	The Mental Health Center	Steve Arnold Director of BH	237-4955		
	55 Colby St., Colebrook 03576 69 Brooklyn St., Groveton 03582 Vershire Center	Director of Bit	636-2555		
	24 Depot Street, Colebrook, NH 03576		237-5721		
'19 '20	Judy Houghton, Georgia Caron,				7/13 [5/08]
	White Mountain Mental Health 29 Maple St., Box 599, Littleton 03561	Jane MacKay Director of BH	444-5358		
	Common Ground 24 Lancaster Road, Whitefield, NH 03584	Mark Vincent DS Director	837-9547		
'19 '20	Bob Fink, Becky McEnany,				1/07, 3/13 1/17

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, B. McEnany, E. Johnson

Finance Committee J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon

Program Committee: M. McClellan, J. Houghton, M. Costello, G. Caron, B. McEnany, C. Duran, S. Gaetjens-Olsen, L. Charles

Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, D. Heon, S. Wiggin

^{*}Member representing consumer with developmental disability / NOTE: Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES INC., Conway, NH

Job Title: Chief Financial Officer

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 - Apr. 2007

Robert Half International, Manchester, NH

Job Title: Interim Chief Financial Officer (client)

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006

BRANDPARTNERS INC. (formerly Willey Brothers, Inc.), Rochester, NH

Job Title: Controller

Helped grow a new division (commercial construction management) from \$5 million in revenue per year in 1999 to over \$30 million in 2006. Total company revenue estimated to be over \$50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

CABLETRON SYSTEMS, INC., Rochester, NH

Job Title: Senior Credit Analyst

Collected commercial overdue accounts receivable for this \$1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged \$12-\$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

WILLEY BROTHERS, INC., Rochester, NH Job Title: Assistant Financial Manager

As part of the Senior Management Team, maintained all accounting systems for this \$11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

EDUCATION:

1996-1999:

PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program
M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics B.S. in Business Administration

SOFTWARE RESOURCES:

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

ERIC M. JOHNSON

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

2013 - Present CEO

Responsible for the management of a \$37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

- *Contract Development & Monitoring
- *Budget Development
- *Consumer Rights Protection
- *Policy Development
- *Inter-Agency Collaboration

- *Corporate Compliance
- *Quality Assurance
- *Program Development
- *Grant Writing
- *Personnel Management

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 - Present

- CHIEF OF OPERATIONS (1997 Present)
- ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES (1996 1997)
- AREA DIRECTOR (1994 1996)
- REGIONAL COORDINATOR (1987 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of \$8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

ERIC M. JOHNSON

-Page 2-

CURRENTLY: Direct all operations of the agency and maintain compliance with three major State contracts totaling more than \$34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

Examples of Leadership:

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an \$8 million dollar operations budget.
- Successfully managed through the turnover of three previous Chief Financial Officers; oriented
 and supported each of the new CFO hires in annual budget development as they learned the
 complexities of the job.
- Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
- Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
- Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
- Have represented the agency at state-level meetings when the CEO has been unavailable. This has
 included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of
 NH.

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

DRUG AND ALCOHOL COUNSELOR

NH Office of Alcohol and Drug Abuse & Prevention - Concord, NH

1982 - 1983

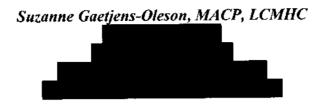
VISTA VOLUNTEER

EDUCATION

Masters of Human Service Administration (MSHSA)

Springfield College - Springfield, MA

Bachelor of Arts (BA) University of NH – Durham, NH



Educational History:

Bachelor of Arts, Psychology Major, Hampshire College, Amherst, MA, 1993

Master of Counseling Psychology, Antioch New England Graduate School, Keene, NH, 1996

Employment History:

Regional Mental Health Administrator, Northern Human Services, May 2013-present Direct the regional management, operations and provision of services to individuals with mental illness and substance abuse in accordance with Agency Policy, federal and state laws and regulations. Responsible for overseeing compliance efforts in the Agency, supervising the Medical Records Auditor and the members of the Quality Improvement and Compliance Team. Responsible for overseeing the Electronic Medical Record team and leading the agencies efforts to comply with Meaningful Use Requirements.

Director, Quality Improvement/Compliance, Northern Human Services, February 2012-May 2013, Responsibility for Corporate Compliance and Quality Improvement functions such as assisting management with the ongoing review and amendment of administrative and treatment policies; investigating and acting on matters related to compliance, including management of internal reports of concern, leading and coordinating the preparation for reviews of the Agency by external entities, maintaining quality improvement processes that measure outcomes of services delivered, using data from information technology systems to analyze, create and disseminate reports that summarize service utilization and trends; coordinating regional planning processes and developing plan documents for funding sources as required. Coordinate, synthesize and provide summary reports of quality indicators to MC on a regular basis. Provide necessary compliance trainings to staff.

Director of Children's Services, June 2000-February 2012 Northern Human Services, White Mountain Mental Health, June 2000 to present. Responsible for the supervision and management of the "children's team", represent Northern Human Services at Children's Director's state team meeting, writing small grants, developing and sustaining positive collaborative relationships with other child serving systems, maintain children's charts to Medicaid and federal standards, maintain clinical caseload.

Clinician, White Mountain Mental Health and Developmental Services, May 1996-June 2000. Assessment and ongoing counseling with children and families. Daytime emergency service coverage.

Emergency Service Clinician, White Mountain Mental Health and Development Services, April 1995-May 1996. Day and night coverage of emergency services to psychiatric patients including psychosocial assessments and emergency evaluations and interventions.

Charge Counselor, Northern New Hampshire Youth Services, and Bethlehem NH. May 1993-November 1994. Conducted psychosocial assessments, emergency evaluations, provided direct counseling services and staff supervision at this group home for emotionally disturbed adolescent females. (This home has changed ownership since I was employed there and is now part of the NFI system.)

Continuing Education Experiences:

- -Two intensive weeklong seminars with Daniel Hughes, which focused on work with children who have suffered trauma, loss, and disrupted attachment.
- -Seminars required for License (total 65 continuing education credits during every two-year license period, including six ethics credits)
- -Trauma Focused Cognitive Behavioral Therapy-trained with Dartmouth, received weekly supervision with Craig Donnelly, MD and Sarah Sterns, PhD.

Helping the Non-compliant Child-trained with Dartmouth, received weekly supervision with Sarah Sterns, PhD.

Goal: To continue working in a capacity that supports people affected by mental illness and promotes their ability to be positive contributors and participants in their communities.

References Available Upon Request

CONTRACTOR NAME

Key Personnel

159,820	this Contract	this Contract
	50%	\$79,910
105,092	50%	\$52,546
74,880	100%	\$74,880



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

Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext, 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhbs.nb.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 June B&C Approved

Date

Mom # 194 Ulm

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$_334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

His Excellency, Governor Christopher T. Sununu and His Honorable Council
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EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State
 regulations applicable to the State mental health system, including NH Administrative Rules
 He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and
 Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M
 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, 14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Diregtor

Approved by:

Jeffrey A. Meyer: Commissioner

Northern Huma		deral Funds; .15% Other	CFDA # FAIN	93.778 1705NH5MAP Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,249
2019	102/500731	Contracts for Program Services	TBD	379,249
· · ·		Sub Total		758,49
West Central S	vcs, Inc., DBA West	Behavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,19
2019	102/500731	Contracts for Program Services	TBD	3,22,19
		Sub Total		644,38
The Lakes Reg	ion Mental Health Co	enter., Inc. DBA Genesis Behavioral	Haalth	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,11:
2019	102/500731	Contracts for Program Services	TBD	328,11
2010	[102/000/01	Sub Total	180	656,23
	munity Mental Healt			Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,653
2019	102/500731	Contracts for Program Services	TBD	381,653
<u> </u>		Sub Total		
Monadnock Far	mily Services	,		Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,590
2019	102/500731	Contracts for Program Services	TBD	357,590
		Sub Total		715,180
Community Co.	uncil of Nashua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,799
2019	102/500731	Contracts for Program Services	TBD	1,183,799
		Sub Total		2,367,598
The Mental Hea	alth Center of Greate	r Manchester Inc		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,829
2019	102/500731	Contracts for Program Services	TBD	1,646,829
	1 102/000/01	Sub Total	,,,,,	3,293,658
Searnast Ment	al Health Center, Inc			
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 174089
2018	102/500731	Class ritle Contracts for Program Services	TBD	Amount
2019	102/500731	Contracts for Program Services	TBD	746,765 746,765
2010	102/000/01	Sub Total	<u> </u>	1 40,700

Sub Total

1,493,530

Fiscal Year	Class / Account	al Services of Strafford County, Inc. D	DA Community	Vendor # 177278
2018	102/500731	Class Title Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services Contracts for Program Services	TBD	313,5
	1 10001	Sub Total	TBD	313,5
				627,0
he Mental He	alth Center for Sout	hern New Hampshire DBA CLM Cent	er for Life	Vendor # 174116
Tiagai Teal	Class / Account	Class Title	Job Number	Amount
2018 2019	102/500731	Contracts for Program Services	TBD	350,79
2019	102/500731	Contracts for Program Services	TBD	350,79
		Sub Total		701,5
	·	SUB TOTAL		12,021,05
ATA COLLE	CTION	1, HEALTH AND SOCIAL SERVICES I DIV, BUREAU OF MENTAL HEALT	S, HEALTH AND I H SERVICES, ME	HUMAN SVCS DEP NTAL HEALTH
100% Federal			CFDA# FAIN	N/A N/A
Northern Huma				Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,00
2019	102/500731	Contracts for Program Services	92204121	5,00
	· · · · · · · · · · · · · · · · · · ·	Sub Total		10,00
Vest Central S	vcs, Inc., DBA Wes	t Behavioral Hoalth	•	
Fiscal Year	Class / Account	Class Title	1 1 1 1	Vendor # 177654
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,00
	<u> </u>	Sub Total	92204121	5,00
ha Lakaa Daal				10,00
Fiscal Year	on Mental Health C	enter., Inc. DBA Genesis Behavioral F	lealth	Vendor # 154480
2018	Class / Account	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
	102/500731	Contracts for Program Services	92204121	5,000
·		Sub Total		10,000
verbend Com	munity Mental Healt	h, Inc.		Vanda # 477400
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 177192
2018	102/500731	Contracts for Program Services	92204121	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	02204121	5,000
onadnock Fam		out rotal	· · · · · · · · · · · · · · · · · · ·	
onadnock Fam Fiscal Year	nily Services Class / Account		Job Number	Vendor # 177510
onadnock Fam Fiscal Year 2018	Class / Account 102/500731	Class Title	Job Number 92204121	Vendor # 177510 Amount
onadnock Fam Fiscal Year	Class / Account	Class Title Contracts for Program Services	92204121	Vendor # 177510 Amount 5,000
onadnock Fam Fiscal Year 2018	Class / Account 102/500731	Class Title		Vendor # 177510 Amount 5,000
onadnock Fam Fiscal Year 2018 2019	Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total	92204121 92204121	Vendor # 177510 Amount 5,000 10,000
onadnock Familiscal Year 2018 2019 mmunity Cour	Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	92204121 92204121 enter at	Vendor # 177510 Amount 5,000 5,000 10,000 Vendor # 154112
onadnock Fam Fiscal Year 2018 2019 ommunity Cour Fiscal Year 2018	Class / Account 102/500731 102/500731 ncil of Nashua, NH I	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	92204121 92204121 enter at Job Number	Amount 5,000 5,000 10,000 Vendor # 154112 Amount
onadnock Fam Fiscal Year 2018 2019 ommunity Cour	Class / Account 102/500731 102/500731 ncil of Nashua, NH I Class / Account	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	92204121 92204121 enter at	Vendor # 177510 Amount 5,000 5,000 10,000 Vendor # 154112

The Mental Health Center of Greater Manchester, Inc.			Vendor # 17718		
Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	102/500731	Contracts for Program Services	92204121	5,000	
2019	102/500731	Contracts for Program Services	92204121	5,000	
		Sub Total		10,000	

Seacoast Ment	<u>al Health Center, Inc</u>	D		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	· · •	Sub Total		10,000

Behavioral Hea	Vendor # 177278			
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life				Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019 102/500731		Contracts for Program Services	92204121	5,000
		Sub Total		10,000
		SUB TOTAL		100,000

100% General Northern Hum		DIV BUR FOR CHILDRENS BEHA	CFDA# FAIN	N/A N/A
Fiscal Year		Olega Title		Vendor # 177222
2018	102/500731	Class Title Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	4,00
	1 102/000/01	Sub Total	92102053	4,00
West Central	Svcs, Inc., DBA Wes	st Behavioral Health		
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 177654
2018	102/500731	Contracts for Program Services	92102053	Amount
2019	102/500731	Contracts for Program Services	92102053	<u> </u>
		Sub Total	92102053	4,000
The Lakes Re	gion Mental Health C	Center., Inc. DBA Genesis Behavioral I		
Fiscal Year	Class / Account	Class Title		Vendor # 154480
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total	92102053	4,000
Pivashand Car		· · · · · · · · · · · · · · · · · · ·	<u>.</u>	4,000
Fiscal Year	mmunity Mental Heal Class / Account		· · · · · · · · · · · · · · · · · · ·	Vendor # 177192
2018	102/500731	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	
2013	102/500/51	Contracts for Program Services	92102053	4,000
		Sub Total	<u></u>	4,000
	mily Services			Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019_	102/500731	Contracts for Program Services	92102053	4,000
-	<u></u>	Sub Total		4,000
he Mental He	alth Center of Greate	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total	02102000	4,000
eacoast Ment	al Health Center, Inc			
Fiscal Year	Class / Account	Class Title	Joh Mussha	Vendor # 174089
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total	92102053	4,000
ehavioral Heal	Ith & Developmental	Saninas of Straffand Country 1	• • •	<u></u>
Fiscal Year	Class / Account	Services of Strafford County, Inc. DB/		Vendor # 177278
2018	102/500731	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	
	102/300/31	Contracts for Program Services	92102053	4,000
	I	Sub Total		4,000

The Mental He	alth Center for South	ern New Hampshire DBA CLM Cente	er for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2018	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,00
	· 	SUB TOTAL		36,000
	ICES DIV, CHILD P	IND SOCIAL SERVICES, HEALTH A ROTECTION, CHILD - FAMILY SER	VICES CFDA#	N/A
Northorn Huma	on Candaga	·	FAIN	N/A
Northern Huma Fiscal Year		Class Title	I tala Niversia	Vendor # 177222
	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	5,31
2019	550/500398	Contracts for Program Services	42105824	5,310
		Sub Total	.l	10,620
West Central S	Svcs, Inc., DBA Wes	Behavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
2013	000/00000	Sub Total	42100024	3,540
	· · · · · · · · · · · · · · · · · · ·	Odb Total		1 3,540
The Lakes Reg	ion Mental Health C	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
Riverbend Corr	nmunity Mental Heal	th. Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
	1	Sub Total		3,540
Manadasak Es	mily Sandage			
Monadnock Fa	Class / Account	Class Title	Job Number	Vendor # 177510
		Class Title Contracts for Program Services		Amount
2018	550/500398		42105824	1,770
2019	550/500398	Contracts for Program Services Sub Total	42105824	1,770 3,540
		Sub Total	· l	3,340
		DBA Greater Nashua Mental Health	,	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total	<u>l</u>	3,540
	alth Center of Greate	er Manchester, Inc.	· · · · · · · · · · · · · · · · · · ·	Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	3,540
2019	550/500398	Contracts for Program Services	42105824	3,540
		Sub Total		7,080

eacoast Ment Fiscal Year	Class / Account	Ol		Vendor # 174089
2018	550/500398	Class Title	Job Number	Amount
2019	550/500398	Contracts for Program Services	42105824	1,7
2010	030/300386	Contracts for Program Services	42105824	1,7
· .		Sub Total	<u> </u>	3,5
Behavioral Hea	ilth & Developmenta	Services of Strafford County, Inc. DE	BA Community	Vendor # 177278
riscal Teal	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,7
2019	550/500398	Contracts for Program Services	42105824	1,7
		Sub Total		3,5
he Mental He	alth Cantant C II			
Fiscal Year	Class (Assembly	nern New Hampshire DBA CLM Cente		Vendor # 174116
2018	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,7
	· · · · · · · · · · · · · · · · · · ·	Sub Total		3,54
	<u></u>	SUB TOTAL		46,02
00% Federal	ICES DIV, HUMELE	SS & HOUSING, PATH GRANT	CFDA#	
00% Federal	Funds	SS & HOUSING, PATH GRANT		93.15 SM016030-1
verbend Com Fiscal Year	Funds munity Mental Healt Class / Account	h, Inc.	CFDA # FAIN	93.15 SM016030-1 Vendor # 177192
iverbend Com Fiscal Year 2018	Funds munity Mental Healt	h, Inc. Class Title	CFDA # FAIN Job Number	93.15 SM016030-1 Vendor # 177192 Amount
iverbend Com Fiscal Year	Funds munity Mental Healt Class / Account	h, Inc. Class Title Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25
iverbend Com Fiscal Year 2018	Funds munity Mental Healt Class / Account 102/500731	h, Inc. Class Title	CFDA # FAIN Job Number	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25
iverbend Com Fiscal Year 2018 2019	munity Mental Healt Class / Account 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 72,50
iverbend Com Fiscal Year 2018 2019 Dnadnock Far	munity Mental Healt Class / Account 102/500731 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total	CFDA # FAIN Job Number 42307150 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 72,50 Vendor # 177510
iverbend Com Fiscal Year 2018 2019 cnadnock Far	munity Mental Healt Class / Account 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title	CFDA # FAIN Job Number	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25 72,50 Vendor # 177510 Amount
iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25 72,50 Vendor # 177510 Amount 37,00
iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year 2018	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services	CFDA # FAIN Job Number	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25 72,50 Vendor # 177510 Amount 37,00 37,00
iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year 2018 2019	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account 102/500731 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total	CFDA # FAIN Job Number 42307150 42307150 Job Number 42307150 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 72,50 Vendor # 177510 Amount 37,00 37,00 74,00
iverbend Com Fiscal Year 2018 2019 lonadnock Far Fiscal Year 2018 2019 community Cou	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account 102/500731 102/500731 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	CFDA # FAIN Job Number 42307150 42307150 Job Number 42307150 42307150 enter at	93.15 SM016030-1 Vendor # 177192 Amount
iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year 2018 2019 ommunity Cou	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 noil of Nashua, NH I	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title	CFDA # FAIN Job Number 42307150 42307150 Job Number 42307150 42307150 enter at Job Number	93.15 SM016030-1 Vendor # 177192 Amount 36,25 72,50 Vendor # 177510 Amount 37,00 37,00 74,00
iverbend Com Fiscal Year 2018 2019 conadnock Far Fiscal Year 2018 2019 community Cou Fiscal Year 2018	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account 102/500731 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 enter at Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount
iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year 2018 2019 ommunity Cou	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 noil of Nashua, NH I	class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services	CFDA # FAIN Job Number 42307150 42307150 Job Number 42307150 42307150 enter at Job Number	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25 72,50 Vendor # 177510 Amount 37,00 37,00 74,00 Vendor # 154112 Amount 40,30
iverbend Com Fiscal Year 2018 2019 conadnock Far Fiscal Year 2018 2019 community Cou Fiscal Year 2018	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account 102/500731 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 enter at Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 72,50 Vendor # 177510 Amount 37,00 37,00 74,00 Vendor # 154112
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iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year 2018 2019 ommunity Cou Fiscal Year 2018 2019 ommunity Cou Fiscal Year 2018 2019	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account 102/500731 102/500731 Class / Account 102/500731 102/500731 102/500731 Lth Center of Greater Class / Account 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Sub Total Contracts for Program Services Contracts for Program Services Sub Total Manchester, Inc.	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 enter at Job Number 42307150 42307150 Job Number 42307150 Job Number	93.15 SM016030-1 Vendor # 177192 Amount
iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year 2018 2019 ommunity Cou Fiscal Year 2018 2019 ommunity Cou Fiscal Year 2018 2019	munity Mental Healt Class / Account 102/500731 102/500731 nily Services Class / Account 102/500731 102/500731 ncil of Nashua, NH I Class / Account 102/500731 102/500731	h, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total Manchester, Inc. Class Title	CFDA # FAIN Job Number 42307150 42307150 Job Number 42307150 42307150 enter at Job Number 42307150 42307150	93.15 SM016030-1 Vendor # 177192 Amount

Seacoast Mental Health Center, Inc.

Vendor # 174089

Figural Main	0 ()			4011401 H 17 4000
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25.000
2019	102/500731	Contracts for Program Services	42307150	25.000
	·	Sub Total		50,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Vendor # 174116 Fiscal Year Class / Account Class Title Job Number Amount 2018 102/500731 Contracts for Program Services 42307150 29,500 2019 102/500731 Contracts for Program Services 42307150 29,500 Sub Total 59,000 SUB TOTAL 416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES 2% General Funds, 98% Federal Funds CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

F-1. 137				
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS 100% Federal Funds CFDA#

FAIN

93.043 17AANHT3PH

Seacoast Mental Health Center, Inc.

Vandar # 174090

1				VEHUUL# 174009	
	Fiscal Year	Class / Account	Class Title	Job Number	Amount
i	2018	102/500731	Contracts for Program Services	48108462	35.000
ı	2019	102/500731	Contracts for Program Services	48108462	35,000
ı	·		SUB TOTAL		70.000
ı			TOTAL	<u>"</u>	12.829.412



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location
Northern Human Services	
West Central Services	Conway
DBA West Central Behavioral Health	Lebanon
The Lakes Region Mental Health Center, Inc.	Laconia
DBA Genesis Behavioral Health	Datoma
Riverbend Community Mental Health, Inc.	Concord
Monadnock Family Services	Keene
Community Council of Nashua, NH, DBA Greater Nashua	Keene
Mental Health Center at Community Council	Nashua
The Mental Health Center of Greater Manchester, Inc.	Manchester
Seacoast Mental Health Center, Inc.	Portsmouth
Behavioral Health & Development Sys of Strafford County	T OI ISHIOULH
inc., DBA Community Partners of Strafford County	Dover
The Mental Health Center for Southern New Hampshire, DRA	-
CLM Center for Life Management	Derry

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.		
1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services	1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone 1.6 Account Number Number 05-95-92-922010-[4117, 4121. 603-447-3347 2053] 1.0 Contraction Phone 05-95-42-421010-2958	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$783,118
Jonathan V. Gallo, Esq., Interim Director	1.10 State Agency Telephone N 603-271-9246	umber
Heylin f- Marles	1.12 Name and Title of Contract Stephen Michaud, Pres	ĺ
On June 7, 2017, before the undersigned officer, personal proven to be the person whose name is signed in block 7.11, and act indicated in block 1.12. 1.13.1 Signature of Notary Public or Justice of the Peace [Seal] Muchelle Japointe [Indicated in block 1.12.] [Seal] Muchelle Japointe [Seal] Tustice of the Peace [Seal] Tustice of the Peace	annowledged that sine executed this	block 1.12, or satisfactorily document in the capacity
1.14 State Agency Signature Date: Date: 1.16 Approval by the N.H. Department of Administration, Division	1.15 Name and Title of State Age	ency Signatory Director
By:	Director, On:	
1.17 Approval by the Attorney General (Form, Substance and Exec	1112	
1.18 Approval by the Governor and Executive Council (if applicab	$\omega / \omega / \alpha \omega / \tau$	
By:	On:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. Page 2 of 4

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate: and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall lurnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N,H, RSA chapter 281-A ("Il'orkers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A. Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- **22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and office.
- 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

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SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.



Fxhibit A

- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
 - 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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Exhibit A



- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1 <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. <u>Formula</u>: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1, <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. <u>Definition</u>: The ratio of Net income to the year to date debt service.
- 11.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

11.2. In the event that the Contractor does not meet either:

- 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1. and/or 11.2.2, has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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New Hampshire Department of Health and Human Services Mental Health Services

Exhibit A

- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eliqible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2, above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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New Hampshire Department of Health and Human Services Mental Health Services



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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable:
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 509.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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Exhibit A

- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications;
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

Contractor Initials:

Exhibit A



Exhibit A

17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

Contractor Initials:



Exhibit A

19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

21.3. Activities that may be funded:

- 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21,3.1.4. Staff training for collecting new data elements.
- 21.3.2. Costs associated with developing other B8H-requested data reporting system; and
- 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21,4,1,1. Outline activities related to Phoenix database;
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

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Exhibit A

21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services:
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

23. CRISIS HOUSING SUBSIDY (Region 1)

23.1. The Contractor shall provide use of a building located at 179 Emery Street, Berlin, NH, for alternative housing for state eligible consumers. DHHS shall reimburse the Contractor for the use of the building in accordance with Exhibit B.

24. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

24.1. DCYF funds shall be used by the Contractor to provide the following:

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Exhibit A

Date: 6.7.17



Exhibit A

- 24.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 24.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

25. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

25.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for statesupported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

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Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
- 2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency:

U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIÑ:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Contractor Initials:

Exhibit B

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

9. Other Contract Programs:

9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	1	SFY18 Amount	SFY19 Amount			
Crisis Housing Mortgage Subsidy	\$	22,000	\$	22,000		
Div. for Children Youth and Families (DCYF) Consultation	\$	5,310	\$	5,310		
Emergency Services	\$	98,304	\$	98,304		
Assertive Community Treatment Team (ACT) - Adults	\$	255,000	\$	255,000		
Behavioral Health Services Information System (BHSIS)	\$	5,000	\$	5,000		
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$	4,000				
Rehabilitation for Empowerment, Education and Work (RENEW)	\$	3,945	\$	3,945		
Total	\$	393,559	\$_	389,559		

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

Contractor initials: 1/1/1
Date: 6.7.17

Exhibit B

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for:

ACTIVITY	# OF UNITS/YR AND COST/UNIT	TOTAL COST
Coaching for Implementation Team & agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

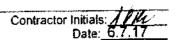




Exhibit B, Appendix 1

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Exhibit B. Appendix 1

Contractor Initials: APPL



Exhibit B, Appendix 1

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Exhibit B. Appendix 1

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Exhibit B, Appendix 1

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Exhibit B, Appendix 1

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TOTAL PROGRAM EXPENSES	0	0	0	0	D			0	0	<u> </u>	<u> </u>
SURPLUS/(DEFICIT)	٥	0	0	D	Đ	0	0	O	D	u	U
Total Revenue - Total Expense (line 49 - 11	5)	-									
BBH Revenue w/Match	0	-	0	x	-	•	•	-	-	-	-
Total Fees less Medicaid	D	-	0		•		-	-	-	-	^
BBH Revenue	0	-	0	-		-	-	-	-	-	-
Personnel Expense	0	-	0	-		-	•	-	•	-	-

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SPECIAL PROVISIONS

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

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

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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New Hampshire Department of Health and Human Services Exhibit C



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

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

- Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services Exhibit C



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

11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal

and other information required by the Department.

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

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Exhibit C - Special Provisions

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New Hampshire Department of Health and Human Services Exhibit C



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3,908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

19.3. Monitor the subcontractor's performance on an ongoing basis

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New Hampshire Department of Health and Human Services Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A. Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10, of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - **6.4.** The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

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- 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- **7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - **8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - **8.1.3.** Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees:
 - **8.1.4.** Failure to either justify or correct material findings noted in a DHHS financial review:
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - **8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12, before executing a subcontract or assignment;
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;

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- 8.1.12, Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- **8.1.14.** Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- **8.1.16.** Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A. Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - 8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - **8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - 8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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- **9.5.2.** The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA:
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - **9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12, of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

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- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services:
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment:
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

SS-2018 DBH-01-MENTA 01

Exhibit C-1 - Revisions to Standard Provisions

Date 6.7.17

Contractor Initials APM



- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - **22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred:
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - **22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - **22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials # 16.7.17



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

Contractor Initials MM



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 Hurnan Services
129 Pleasant Street,
Concord, NH 03301-6505

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

Contractor Initials Mh.
Date 6.7.17

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2

New Hampshire Department of Health and Human Services Exhibit D



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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: Northern Human Services

June 7, 2017

Date

Name: Stephen Michaud

Title: President

New Hampshire Department of Health and Human Services 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

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

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

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

Contractor Name. Northern Human Services

June 7, 2017

Date

lame. Stephen Michaud

Title: President

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 6.7.17



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

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person " "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions." provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 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

Contractor Initials 117

New Hampshire Department of Health and Human Services Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Northern Human Services

June 7, 2017

Date

Name: Stephen Michaud

Title: President

Contractor Initials 1111

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials Cerubication of Compliance with requirements pentaining to Federal Nondescrimination, Equal Treatment of Faith-Based Organizations and Vifestleblower protections

6/27/14 Rev. 10/21/14

Page 1 of 2

Date 6.7.17

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name: Northern Human Services

June 7, 2017

Date

Name: Stephen Michaud

Title: President

New Hampshire Department of Health and Human Services 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:

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

Contractor Name: Northern Human Services

June 7, 2017

Date

ame Stephen Michaud

Title: President

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials

Date 6.7.17

Exhibit I

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) <u>Definitions</u>.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials After

Date 6.7.17



- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164,103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.
- (2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>
- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initials 1914

Date 6.7.17



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

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- (3) Obligations and Activities of Business Associate.
- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made:
 - o Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

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

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

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- 9. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164,520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164,506 or 45 CFR Section 164,508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination for Cause</u>

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

(6) Miscellaneous

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

Department of Health and Human Services	Northern Human Services
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Stephen Michaud
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
6/8/17	June 7, 2017
Date	Date

Health Insurance Portability Act Business Associate Agreement Page 6 of 6

New Hampshire Department of Health and Human Services 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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: Northern Human Services

June 7, 2017

Date

Name: Stephen Michaud

Title: President

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2 Contractor Initials ###

CU/DNRS#10713

New Hampshire Department of Health and Human Services 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.

be	elow listed questions are true and accurate.
1.	The DUNS number for your entity is: 073973059
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?
	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?
	NOYES
	If the answer to #3 above is YES, stop here
	If the answer to #3 above is NO, please answer the following:
4,	The names and compensation of the five most highly compensated officers in your business or organization are as follows:
	Name Amount:
	Name: Amount:
	Name: Amount:
	Name: Amount:
	Name: Amount:



State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and West Central Services, Inc. dba West Central Behavioral Health, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 9 Hanover Street, Suite 2, Lebanon NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,401,218.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

Date

Name: Katja Fox
Title: Director

West Central Services, Inc.
dba West Central Behavioral Health

May 20, 2019

Date

Name: Suellen Griffin
Title: President/CEO

Acknowledgement of Contractor's signature:

State of <u>New Hempshire</u>, County of <u>Crafton</u> on <u>Wice, 20, 2019</u>, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

NANCY NOWELL, Justice of the Peace State of New Hampshire My Commission Expires October 17, 2023

My Commission Expires: Oct 17, 2023



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

OFFICE OF THE ATTORNEY GENERAL

	OFFICE OF THE ATTORNET GENERAL
622019 Date	Name: Ning J. Sonta Title: 60. 1808. 18ther Careal
I hereby certify that the foregoing the State of New Hampshire at the	g Amendment was approved by the Governor and Executive Council of he Meeting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

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Exhibit A Amendment #1

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.
- 3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)
 - 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff

West Central Services, Inc. dba West Central Behavioral Health SS-2018-DBH-01-MENTA-02-A01

Exhibit A Amendment #1

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- to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 4.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 4.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

5. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 5.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 5.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 5.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.
 - 5.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 5.1.3.1. Medication-related services,
 - 5.1.3.2. Case management services
 - 5.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 5.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 5.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no

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Exhibit A Amendment #1

other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.

- 5.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 5.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

6. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 6.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 6.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 6.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.
 - 6.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 6.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 6.1.3.2. Implement the solutions within forty-five (45) days.
 - 6.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as

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part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.

- 6.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 6.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 6.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 6.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 6.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 6.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual has relocated out of the Contractor's designated community mental health region
 - 6.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

7. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 7.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 7.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to

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accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.

- 7.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 7.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 7.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 7.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 7.3.2.2. Implement such solutions within 45 days.
 - 7.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 8.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 8.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 8.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 8.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 8.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 8.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7)

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calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.

- 8.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days—of NHH discharge.
- 8.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 8.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 8.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

9. COORDINATED CARE AND INTEGRATED TREATMENT

9 1. PRIMARY CARE

- 9.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 9.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 9.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 9.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

9.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE

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- To address the issue of substance misuse, and to utilize that information 9.2.1. in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - Screening no less than 95% of eligible individuals for 9.2.1.1. substance use at the time of intake, and annually thereafter.
 - Conducting a full assessment for substance use disorder and 9.2.1.2. associated impairments for each individual that screens positive for substance use.
 - Developing an individualized service plan for each eligible 9.2.1.3. individual based on information from substance use screening.
- Should the Contractor choose to provide substance misuse treatment for 9.2.2. Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 9.2.2.1. Assertive engagement.
 - Motivational interviewing, 9.2.2.2.
 - Medications for substance use disorders. 9.2.2.3.
 - Cognitive-behavioral therapy for substance use disorder. 9.2.2.4.
- The Contractor shall make all appropriate referrals should the individual 9.2.3. require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

9.3, AREA AGENCIES

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- The Contractor shall use best efforts to develop a Memorandum of 9.3.1. Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - Services for those dually eligible for both organizations. 9.3.1.1.
 - Transition plans for youth leaving children's services. 9.3.1.2.
 - An Emergency Department (ED) protocol for individuals who 9.3.1.3. are dually eligible.
 - A process for assessing individuals leaving NHH. 9.3.1.4.
 - An annual orientation for case management/intake staff of both 9.3.1.5. organizations.
 - A plan for each person who receives dual case management 9.3.1.6. outlining the responsibilities of each organization and expectation for collaboration.

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9.4. PEER SUPPORTS

- 9.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 9.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 9.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 9.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

9.5. TRANSITION OF CARE WITH MCO's

- 9.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.
- 9.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 9.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

10. CANS/ANSA OR OTHER APPROVED ASSESSMENT

10.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population

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- 10.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
- 10.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 10.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 10.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 10.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 10.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
- 10.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
- 10.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
- 10.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.
- 10.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

11. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 11.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 11.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

12. APPLICATION FOR OTHER SERVICES

12.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

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13. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

13.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

14. QUALITY IMPROVEMENT

- 14.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 14.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 14.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 14.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 14.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.
- 14.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

15. MAINTENANCE OF FISCAL INTEGRITY

- 15.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 15.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 15.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 15.3.1. Days of Cash on Hand:
 - 15.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 15.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term

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investments as used above must mature within three (3) months and should not include common stock.

15.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

15.3.2. Current Ratio:

- 15.3.2.1. <u>Definition:</u> A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 15.3.2.2. Formula: Total current assets divided by total current liabilities.
- 15.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

15.3.3. Debt Service Coverage Ratio:

- 15.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 15.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 15.3.3.3. <u>Formula:</u> Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 15.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 15.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

15.3.4. Net Assets to Total Assets:

- 15.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 15.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 15.3.4.3. <u>Formula:</u> Net assets (total assets less total liabilities) divided by total assets.
- 15.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
- 15.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

15.4. In the event that the Contractor does not meet either:

- 15.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 15.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:

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- 15.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 15.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.
- 15.4.2.3. The Department may request additional information to assure continued access to services.
- 15.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 15.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 15.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 15.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter. .
- 15.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

16. REDUCTION OR SUSPENSION OF FUNDING

- 16.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 16.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - 16.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - 16.2.2. Emergency services to all individuals;

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- 16.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
- 16.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

17, ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 17.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 17.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 17.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

18. DATA REPORTING

- 18.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 18.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 18.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 18.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 18.5. General requirements for the Phoenix system are as follows:
 - 18.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 18.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - 18.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
 - 18.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

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- 18.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
 - 18.5.5.1. All data is formatted in accordance with the file specifications;
 - 18.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 18.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 18.5.6. The Contractor shall meet the following standards:
 - 18.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 18.5.6.2. <u>Completeness</u>: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
 - 18.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 18.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

19. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 19.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 19.2. Activities that may be funded:
 - 19.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 19.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 19.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 19.2.1.3. Software and/or training purchased to improve data collection.

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- 19.2.1.4. Staff training for collecting new data elements.
- 19.2.1.5. Developing any other BMHS-requested data reporting system.
- 19.3. Other conditions for payment:
 - 19.3.1. Progress Reports from the Contractor shall:
 - 19.3.1.1. Outline activities related to Phoenix database;
 - 19.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 19.3.1.3. Include progress to meet anticipated deadlines as specified.

20. HOUSING SUPPORT SERVICES

- 20.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 20.2 The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

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Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #1

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of

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Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

9. Other Contract Programs:

9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 19	SFY20	SFY21
1 to Bratte to Bo Lamasa	Amount	Amount	Amount
Div. for Children Youth and Families (DCYF) Consultation	\$1,770	\$1,770	\$1,770
Emergency Services	\$87,878	\$87,878	\$87,878
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000	\$225,000
ACT Enhancement Payment – Adults	\$25,000		<u></u>
Behavioral Health Services Information System (BHSIS)	\$5,000	\$5,000	\$5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$4,000	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW)	\$9,313	\$0	\$0
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Total	\$422,961	\$324,648	\$324,648

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which

West Central Services, Inc. SS-2018-DBH-01-MENTA-02 Page 2 of 4

Exhibit B Amendment #1 Contractor Initials

Date: 5/20/19

Exhibit B Amendment #1

identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults)</u>: The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL COST
Invoice based payments on invoice	invoice by month	\$225,00 0
ACT Enhancements	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 or 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or Responsibility for crisis services.	\$25,000

9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.

Contractor Initials: 5/20/19



Exhibit B Amendment #1

9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST
2020		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000
2021		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000

9.9. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving		
, ,,	One time payment	
area as defined in Exhibit A		\$10,000

- 9.10. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.11. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: 54
Date: 520 /19

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 WEST CENTRAL BEHAVIORAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on February 05, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 367817

Certificate Number: 0004512461



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of May A.D. 2019.

William M. Gardner Secretary of State

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WEST CENTRAL SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 85174

Certificate Number: 0004512460



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 8th day of May A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

- I, Peter Bleyler, do hereby certify that:
- 1. I am a duly elected Officer of West Central Behavioral Health.
- 2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 20, 2019:

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 20th day of May, 2019.

4. Suellen Griffin is the duly elected President/CEO of the Agency of the Agency

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 20th day of May, 2019. By Peter Bleyler

(NOTARY SEAL)

CYNTHIA A. TWOMBLY Commission Expires: Notary Public - New Hampshire My Commission Expires July 11, 2023



CERTIFICATE OF LIABILITY INSURANCE

OATE (MM/OD/YYYY) 05/14/2019

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)

ď	ertificate holder in lieu of such endor	sement	(s).	11140134	inent. A stat	oment on D	illa certificate does flot c	omer	iligines to the
PRODUCER 1-617-531-6000			CONTACT NAME:						
Integro USA Inc.			PHONE FAX						
dba Integro Insurance Brokers Two Financial Center			I E-MAIL						
	South Street, Suite 800			ADDRE					
Bos	ston, MA 02111			INSURE			RDING COVERAGE TY INS CORP		10328
INS	JRED			INSURE					
	st Central Services								
	o/a West Central Behavioral He	alth		INSURE			· · · · · -		-
, ,	Manover Street, Suite 2			INSURER D:					
Lel	panon, NH 03766			INSURE	RE:		. •		4.
	 			INSURE	RF:		<u>.</u>		
			TE NUMBER: 56187843				REVISION NUMBER:		
C E	HIS IS TO CERTIFY THAT THE POLICIES IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREN PERTAIN POLICIE	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD IS. LIMITS SHOWN MAY HAVE	OF ANY	r contract The Policies Reduced by I	OR OTHER I DESCRIBER PAID CLAIMS	DOCUMENT WITH RESPECT TO	CT TO	WHICH THIS
INSR	TYPE OF INSURANCE	ADDL SU INSR W	VD POLICY NUMBER		POLICY EFF (MM/DO/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
A	GENERAL LIABILITY		HS02726188-03		11/01/18	11/01/19	LACITOCCORREINCE	\$ 1,0	00,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100	,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$ 5,0	00
							PERSONAL & ADV INJURY	_	00,000
							GENERAL AGGREGATE	-	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					1	PRODUCTS - COMP/OP AGG	\$ 3,0	00,000
	X POLICY PRO-							\$	
A	AUTOMOBILE LIABILITY		HS02731293-03		11/01/18	11/01/19	COMBINED SINGLE LIMIT (Ea accident)	¢ 1.0	00,000
	X ANY AUTO	'					BODILY INJURY (Per person)	\$	<u>-</u>
	ALL OWNED SCHEDULED AUTOS	li					80DiLY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE	\$	
	70100		•				(Per accident)	\$	
λ	UMBRELLA LIAB OCCUR		HS20162182-03		11/01/18	11/01/19	EACH OCCURRENCE	\$ 5 A	00,000
	EXCESS LIAB X CLAIMS-MADE			:	11,01,10	,,	AGGREGATE		00,000
	DED RETENTIONS	1		ĺ			AOOILEATE	\$ 3,0	
	WORKERS COMPENSATION	 					WC STATU- OTH- TORY LIMITS ER	-	
	AND EMPLOYERS' LIABILITY : ANY PROPRIETOR/PARTNER/EXECUTIVE								
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	\$	
	If yes, describe under		ļ			,	E.L. DISEASE - EA EMPLOYEE		
A	DESCRIPTION OF OPERATIONS below Healthcare Prof Liability		HS02726188-03		11/01/18	11/01/19	E.L. DISEASE - POLICY LIMIT Bach Medical Incid		0.000
	Claims Made		1002,20200-03		11/01/10	11/01/19		•	
	CILLES MAGE						Aggregate	3,000	0,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICE	ES (AHO)	ch ACOPD 101 Additional Reserve	Sabadula	If many second in				
	dence of Coverage Mental Healt			Schledelle,	и поге врасе із і	redouen)			
ÇEI	RTIFICATE HOLDER			CANC	ELLATION				
	te of New Hampshire artment of Health and Human Se	rvices	1	THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
129	Pleasant Street			ــــــ					
-63 FIGUSQUE DEIBAC			AUTHORIZED REPRESENTATIVE						

Concord, NH 03301

USA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2019

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

PRODUCER	CONTACT Tina Housman				
Hays Companies	PHONE FAX (A/C, No): (A/C, No):				
133 Federal Street, 4th Floor	ADDRESS: thousman@hayscompanies.com				
	INSURER(S) AFFORDING COVERAGE NAIC #				
Boston MA 02110	INSURER A: Technology Insu	rance Company, Inc. 42376			
INSURED	INSURER B :				
West Central Behavioral Health	INSURER C:				
9 Hanover Street, Suite 2	INSURER D :				
	INSURER E :				
Lebanon NH 03766	INSURER F :				
COVERAGES CERTIFICATE NUMBER:18-19 World	cers Comp	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED	OF ANY CONTRACT OR OTHER (DOCUMENT WITH RESPECT TO WHICH THIS			
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	BEEN REDUCED BY PAID CLAIMS.				
INSR LTR TYPE OF INSURANCE INSO WYD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)	LIMITS			
COMMERCIAL GENERAL LIABILITY		EACH OCCURRENCE \$			
CLAIMS-MADE OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$			
		MED EXP (Any one person) \$			
		PERSONAL & ADV INJURY \$			
GEN'L AGGREGATE LIMIT APPLIES PER:		GENERAL AGGREGATE \$			
POLICY PRO- LOC		PRODUCTS - COMP/OP AGG \$			
OTHER:		\$			
AUTOMOBILE LIABILITY		COMBINED SINGLE LIMIT \$ (Ea accident).			
ANY AUTO	·	BODILY INJURY (Per person) \$			
ALL OWNED SCHEDULED AUTOS AUTOS		BODILY INJURY (Per accident) \$			
HIRED AUTOS AUTOS		PROPERTY DAMAGE \$ (Per accident)			
		\$			
UMBRELLA LIAB OCCUR		EACH OCCURRENCE \$			
EXCESS LIAB CLAIMS-MADE		AGGREGATE \$			
DED RETENTION \$		\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X PER OTH- STATUTE ER			
ANY PROPRIETOR/PARTNER/EXECUTIVE		EL EACH ACCIDENT \$ 500,000			
A (Mandatory in NH) TWC3637727	6/1/2018 6/1/2019	EL DISEASE - EA EMPLOYEE \$ 500,000			
If yes, describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - POLICY LIMIT \$ 500,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	ile, may be attached if more space is requi	red)			
CERTIFICATE HOLDER CANCELLATION					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE					
State of New Hampshire, Department of Health and Human Services 129 Pleasant Street	THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
Concord, NH 03301	AUTHORIZED REPRESENTATIVE				
	James Hays/GMATH				
	© 1988-2014 ACORD CORPORATION. All rights reserved				

WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

May 15, 2018

Mission

West Central Behavioral Health's mission is to promote the health and quality of life of individuals, families and communities by providing treatment for mental illness and substance use disorders, while helping to reduce the stigma associated with these challenging conditions.

West Central Services, Inc. d/b/a West Central Behavioral Health

FINANCIAL STATEMENTS

June 30, 2018

West Central Services, Inc. d/b/a West Central Behavioral Health TABLE OF CONTENTS June 30, 2018

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Statement of Functional Revenues	16
Statement of Functional Expenses	17



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018 and 2017, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
West Central Services, Inc.
d/b/a West Central Behavioral Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 14-17 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branger + Sargert St. Albans, Vermont September 19, 2018

West Central Services, Inc. d/b/a West Central Behavioral Health STATEMENTS OF FINANCIAL POSITION June 30,

ASSETS

· · · · · · · ·				
		<u>2018</u>		<u>2017</u>
CURRENT ASSETS				
Cash and cash equivalents	\$	438,761	\$	646,161
Investments		463,548		418,213
Restricted cash		125,744		124,189
Accounts receivable - trade, net		351,371		476,120
Accounts receivable - other		203,720		158,492
Due from affiliates Prepaid expenses		1,413		656
TOTAL CURRENT ASSETS	_	109,844 1,694,401	_	92,422
TOTAL CORRENT ASSETS	_	1,094,401	_	1,916,253
PROPERTY AND EQUIPMENT, net	_	623,133	_	688,045
OTHER ASSETS				
Investment		101,340		100,893
Deposits		27,417		26,417
TOTAL OTHER ASSETS		128,757	_	127,310
TOTAL ASSETS	\$	2,446,291	\$	2,731,608
<u>LIABILITIES AND NET ASSETS</u> CURRENT LIABILITIES				
Line of credit	\$	429,493	\$	219,445
Accounts payable	Ψ	56,187	Ψ	67,974
Accrued payroll and related expenses		25,801		178,394
Deferred revenue		103,838		81,461
Deposits and other current liabilities		8,921		12,762
Current portion of long-term debt payable		98,739		106,862
TOTAL CURRENT LIABILITIES		722,979		666,898
LONG-TERM DEBT, less current portion above	_	577,313		676,039
TOTAL LIABILITIES	_	1,300,292	_	1,342,937
NET ASSETS				
Temporarily restricted		_		4,000
Unrestricted		1,145,999		1,384,671
TOTAL NET ASSETS		1,145,999		1,388,671
TOTAL LIABILITIES AND NET ASSETS	\$	2,446,291	\$	2,731,608

See Accompanying Notes to Financial Statements

West Central Services, Inc. d/b/a West Central Behavioral Health STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS For the Years Ended June 30,

		2018		
	Unrestricted Funds	Temporarily Restricted Funds	All Funds	2017
PUBLIC SUPPORT AND REVENUES				
Public support:				
State of New Hampshire Bureau of Behavioral Health	\$ 317,878	\$ -	\$ 317,878	\$ 329,365
Contracted services and other public support	1,068,039	-	1,068,039	981,023
In-Kind support	17,224		17,224	22,005
Total public support	1,403,141	-	1,403,141	1,332,393
Revenues:				
Program service fees	7,771,399	-	7,771,399	8,360,696
Rental income	154,069	-	154,069	152,854
Other revenue	40,846	-	40,846	87,950
Net assets released from restriction	4,000	(4,000)		
Total revenues	7,970,314	(4,000)	7,966,314	8,601,500
TOTAL PUBLIC SUPPORT AND REVENUES	9,373,455	(4,000)	9,369,455	9,933,893
EXPENSES State of New Hampshire Bureau of Behavioral Health funded program services:				
Adult Maintenance	3,279,315	-	3,279,315	3,363,445
Adult Vocational	181,466	-	181,466	152,849
Children	2,973,854	-	2,973,854	3,463,499
ACT Team	598,962	_	598,962	557,791
Emergency services	565,341	-	565,341	549,537
Housing services	1,188,954	-	1,188,954	1,169,633
Non-eligibles	504,366	-	504,366	378,134
Other Non-BBH funded program services	357,278		357,278	326,281
TOTAL EXPENSES	9,649,536		9,649,536	9,961,169
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	(276,081)	(4,000)	(280,081)	(27,276)
OTHER INCOME				
Investment Income	37,409		37,409	41,597
INCREASE (DECREASE) IN NET ASSETS	(238,672)	(4,000)	(242,672)	14,321
NET ASSETS, beginning of year	1,384,671	4,000	1,388,671	1,374,350
NET ASSETS, end of year	\$ 1,145,999	\$ -	\$ 1,145,999	\$ 1,388,671

West Central Services, Inc. d/b/a West Central Behavioral Health STATEMENTS OF CASH FLOWS For the Years Ended June 30,

CASULEI OWO EDOM OPERATING ACTIVITIES		<u>2018</u>		<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES	•	(0.40.070)	_	44.004
Change in net assets	\$	(242,672)	\$	14,321
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:				
Depreciation		90.466		66 427
Unrealized gain on investment in partnership		89,166		66,437
(Increase) decrease in the following assets:		(447)		(14,373)
Accounts receivable - trade		104.740		470.050
Accounts receivable - trade Accounts receivable - other		124,749		178,052
Due from affiliates		(45,228)		(58,307)
Prepaid expenses		(757)		(551)
Restricted Cash		(17,422)		59,255
		(1,555)		(16,014)
Security Deposits		(1,000)		(575)
Increase (decrease) in the following liabilities:		(44.707)		4.004
Accounts payable		(11,787)		4,384
Accrued payroll and related expenses Deferred revenue		(152,593)		148,534
Deposits and other current liabilities		22,377 (3,841)		(7,662) (4,040)
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		(241,010)		369,461
HET CASITI NOVIDED (USED) BY OF ENATING ACTIVITIES		(241,010)	_	303,401
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of property and equipment		(24,253)		(99,364)
Investment activity, net		(45,335)	_	(39,583)
NET CASH USED BY INVESTING ACTIVITIES	<u></u>	(69,588)	_	(138,947)
CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds on line of credit	6	,194,779		6,002,679
Repayment on line of credit	(5	,984,732)		(6,177,526)
Proceeds from issuance of debt		-		100,000
Repayment of notes payable	((106,849)		(78,837)
Payments on capital lease obligations		<u>-</u>		(781)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES		103,198	_	(154,465)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	((207,400)		76,049
CASH AND CASH EQUIVALENTS, Beginning of year		646,161		570,112
CASH AND CASH EQUIVALENTS, End of year	\$	438,761	\$	646,161
SUPPLEMENTAL DISCLOSURE Cash paid during the year for interest	\$	21,692	\$	21,326

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

West Central Services, Inc. d/b/a West Central Behavioral Health (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs; it is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code (Code). In addition, the Center qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

The Center is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and is not a private foundation. Therefore no provision for income tax expense has been reflected in these financial statements.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015 remain open for potential examination by major tax jurisdictions generally for three years after they were filed.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

The Center considers cash on hand, cash in banks and all highly liquid debt instruments purchased with a maturity of three months or less to be cash and cash equivalents.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

Policy for Evaluating Collectability of Accounts Receivable (continued)

During 2018, the Center decreased its estimated percentage in the allowance for doubtful accounts from 36% to 33% of the total patient receivables. The allowance for doubtful accounts decreased to \$177,142 as of June 30, 2018 from \$265,219 as of June 30, 2017.

Property and Equipment

All property and equipment is recorded at cost, or estimated fair value at date of acquisition. The Center follows the policy of charging to costs and expenses annual amounts of depreciation, which allocates the cost of property and equipment over estimated useful lives. The Center has a policy of capitalizing assets with a cost in excess of \$1,000 and a life greater than one year. The Center uses the straight-line method for determining the annual charge for depreciation. Asset lives range from 2-40 years.

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized.

The Center reviews the carrying value of property and equipment for impairment whenever events and circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. In cases where undiscounted expected future cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying value exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends and prospects, as well as the effects of obsolescence, demand, competition and other economic factors.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$7,771,399, of which \$7,537,062 was revenue from third-party payers and \$234,337 was revenue from self-pay clients.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third-Party Contractual Arrangements

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

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Functional Allocation of Expenses

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

Vacation Pay and Fringe Benefits

Annual vacation allotments are granted in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the program.

Advertising

Advertising costs are expensed to operating expenses as incurred. Advertising expense for the years ended June 30, 2018 and 2017 was \$17,728 and \$11,556, respectively.

Concentration of Credit Risk

The Center maintains cash balances at several financial institutions. Accounts at financial institutions are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times throughout the year, cash balances with these institutions exceed that amount. The Center has not incurred any losses related to uninsured cash.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service rates.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

Approximately 86% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

Fee for service accounts receivable of the Center consisted of the following at June 30:

	<u>2018</u>		<u>2017</u>
ACCOUNTS RECEIVABLE - TRADE			
Medicaid receivable	\$ 281,498	\$	339,922
Due from clients	53,467		184,098
Receivable from insurance companies Medicare receivable	 107,021 86,527		128,460 88,859
	528,513		741,339
Allowance for doubtful accounts and estimated contractual allowances	 (177,142)	_	(265,219)
TOTAL ACCOUNTS RECEIVABLE - TRADE	\$ 351,371	\$	476,120

Other accounts receivable of the Center consisted of the following at June 30:

		<u> 2018</u>		<u>2017</u>
ACCOUNTS RECEIVABLE - OTHER				
Various contracts	\$	78,911	\$	95,967
Rents		5,416		650
Bureau of Behavioral Health		52,151		58,320
Other		67,242	_	3,555
				450 400
TOTAL ACCOUNTS RECEIVABLE - OTHER	<u>\$</u>	203,720	\$	158,492

NOTE 4 PROPERTY AND EQUIPMENT

The Center had property and equipment consisting of the following at June 30:

		<u>2018</u>		<u>2017</u>
Land	\$	20,695	\$	20,695
Building and improvements		791,807		778,727
Furniture, fixtures and equipment		591,173		586,458
Vehicles		21,375		21,375
Project in Progress		6,459	_	
		1,431,509		1,407,255
Accumulated depreciation	_	_(808,376)	_	(719,210)
Net book value	<u>\$</u>	623,133	\$	688,045

Depreciation expense for the years ended June 30, 2018 and 2017 was \$89,166 and \$66,437, respectively.

NOTE 5 INVESTMENTS

The Center has invested funds in various mutual funds with The Vanguard Group. The approximate breakdown of these investments are as follows at June 30,:

2018		Cost		realized in (Loss)	_	Varket Value
Equity Funds	<u>\$</u>	343,269	<u>\$</u>	120,279	<u>\$</u>	463,548
2017		Cost		irealized in (Loss)		Market Value
Equity Funds	<u>\$</u>	324,336	<u>\$_</u> _	93,877	<u>\$</u>	418,213
Investment income consisted of the follow	wing at	June 30,:				
				<u>2018</u>		<u>2017</u>
Interest and dividends Unrealized gains			\$	11,007 26,402	\$ 	9,906 31,691
			\$	37, <u>409</u>	\$	41,597

NOTE 5 INVESTMENTS (continued)

Other Investments consisted of the following at June 30:

<u>2018</u> <u>2017</u>

Investments in Behavioral Information Systems, LLC \$ 101,340 \$ 100,893

The Center entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the venture, the Center invested \$88,625 for a 50% interest in the new company, Behavioral Information Systems, LLC (BIS). The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating activity for the year is reflected on the books of the Center. The Center's recorded operating gains for the years ended June 30, 2018 and 2017 was \$447 and \$14,373, respectively.

NOTE 6 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 7 DEFERRED REVENUE

The Center's deferred revenue consisted of the following at June 30:

	The Center 2 defented teaching positional at the several				
			<u>2018</u>		<u>2017</u>
	Paddle Power Advanced Payments Operational Funding In-Shape Grant Substance Abuse Grant IT Grant MATCH Grant Other contracts	\$	61,500 5,000 11,838 12,000 13,500	\$	16,215 65,000 - - - 246
		<u>\$</u>	103,838	\$	81 <u>,461</u>
NOTE 8	LONG-TERM DEBT				
	Long-term debt consisted of the following at June 30:				
			<u>2018</u>		<u>2017</u>
	Rivermill Housing leasehold note payable, 0% interest, principal only payment of \$5,000 made annually, due July 2019	\$	5,000	\$	10,000
	Mascoma Term Loan, 4.0% interest, principal and interest payments of \$6,130 made monthly, due April 2019		60,201		129,834
	Mascoma Term Loan, 4.0% interest, principal and interest payments of \$2,953 made monthly, due April 2020		62,539		94,755
	Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.		548,312 676,052 (98,739)	_	548,312 782,901 (106,862)
	Less: Current portion	\$	577,313	<u>\$</u>	676,039

NOTE 8 LONG-TERM DEBT

Aggregate principal payments on long-term debt due within the next five years and in the aggregate are as follows:

June 30,	
2019	\$ 98,739
2020	29,001
2021	-
2022	-
2023	- 540.040
Thereafter	54 <u>8,312</u>
Total	\$ 676,052

Interest expense was \$21,692 and \$21,326 for the years ended June 30, 2018 and 2017, respectively.

NOTE 9 LINE OF CREDIT

As of June 30, 2018 and 2017, the Center had available a line of credit with maximum amounts available of \$500,000, and collateralized by all property and the investment account held with Vanguard. The amount available is limited to 75% of receivables less than 90 days old. As of June 30, 2018 and 2017, the outstanding balance was \$429,493 and \$219,445 respectively. The effective interest rate at June 30, 2018 and 2017 was 4.25% and 4.50%, respectively. The line of credit expires in April, 2019.

NOTE 10 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2018 and 2017, the Center paid BIS \$22,701 and \$34,603, respectively, for services rendered. At June 30, 2018 and 2017, the Center owed BIS \$150 and \$3,487, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2018 and 2017, BIS owed the Center \$1,413 and \$656, respectively, for advances that had not been repaid.

RELATED PARTY TRANSACTIONS (continued) NOTE 10

Valley Behavioral Healthcare, LLC

The Center formed a New Hampshire limited liability company on September 30, 2004 of which the Center owns a 100% interest. Valley Behavioral Healthcare, LLC contracts with The Geisel School of Medicine at Dartmouth to provide behavioral health services over which the Center maintains no control. During 2018 and 2017, the LLC provided administrative services to the Geisel School of Medicine at Dartmouth for which it generated gross revenue of \$0 and \$1,794, respectively. The relationship terminated in September, 2016.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2018 and 2017 the Center paid \$168,162 and \$240,033, respectively.

EMPLOYEE RETIREMENT PLAN NOTE 11

The Center maintains a tax deferred employee retirement plan for its employees. The plan is a defined contribution plan that covers substantially all full-time employees who meet certain eligibility requirements. During the years ended June 30, 2018 and 2017, there were no employer contributions to this retirement plan.

CONCENTRATIONS OF CREDIT RISK NOTE 12

The Center grants credit without collateral to its clients, most of whom are area residents and are insured under third-party payer agreements. The mix of receivables due from clients and third-party payers is as follows:

	<u>2018</u>	<u>2017</u>
Due from clients	10 %	
Insurance companies	20	17
Medicaid	53	46
Medicare	17	12
	<u>100</u> %	100 %

NOTE 13 OPERATING LEASES

The Center leases real estate under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2018 for each of the next five years and in the aggregate are:

June 30,		
2019	\$	708,071
2020		702,609
2021		600,872
2022		271,185
2023		42,171
Thereafter	_	-

\$2,324,908

Total rent expense for the years ended June 30, 2018 and 2017, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was \$666,123 and \$663,767, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2018, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into the basic financial statements herein.



West Central Services, Inc. d/b/a West Central Behavioral Health ANALYSIS OF ACCOUNTS RECEIVABLE For the Year Ended June 30, 2018

	R€ B	ccounts eceivable eginning of Year	G	ross Fees	Contractual Allowances and Other Discounts Given		Cash Receipts	Re	accounts ecceivable End of Year
CLIENT FEES	\$	184,098	\$	1,748,710	\$ (1,514,373)	\$	364,968	\$	53,467
OTHER INSURANCE		128,460		1,016,745	(524,955)		513,229		107,021
MEDICAID		339,922		8,207,625	(1,542,656)		6,723,393		281,498
MEDICARE		88,859	_	1,278,428	(898,125)	_	382,635		86,527
TOTAL	\$	741,339	\$	12,251,508	\$ (4,480,109)	\$	7,984,225	<u>\$</u>	528,513

West Central Services, Inc.

d/b/a West Central Behavioral Health

ANALYSIS OF BUREAU OF BEHAVIORAL HEALTH REVENUES AND RECEIVABLES For the Year Ended June 30, 2018

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2018	\$ <u>58,315</u>	\$ 317,878	\$ (324,047)	<u>\$ 52,146</u>

Analysis of Receipts	
Date of Receipt	

Date of Receipt	Amount
Deposit Date	
07/03/17	\$ 1,169
07/21/17	5,000
08/18/17	18,750
08/18/17	7,323
08/25/17	18,750
08/25/17	7,325
10/13/17	18,750
10/13/17	7,323
10/24/17	7,323
12/07/17	7,323
12/07/17	37,500
12/18/17	7,323
12/18/17	18,750
01/19/18	7,323
01/19/18	18,750
02/14/18	7,323
02/14/18	18,750
03/21/18	18,750
03/21/18	7,323
04/23/18	18,750
04/23/18	7,323
05/17/18	18,750
05/17/18	7,323
06/06/18	18,750
06/06/18	7,323
06/26/18	<u>5,000</u>
	<u>\$324,047</u>

West Central Services, Inc. d/b/a West Central Behavioral Health STATEMENT OF FUNCTIONAL REVENUES

For the Year Ended June 30, 2018 Comparative Totals for 2017

	Total Agency	Total Admin	Total Programs	Adult <u>Maintenance</u>	Adult Vocational	Children	ACT Team	Emergency	Housing	Non-Eligibles	Non-BBH	2017
Program Services Fees: Net client fees Medicaid Medicare Other insurance	\$ 234,337 6,664,969 380,303 491,790	\$ - - -	\$ 234,337 6,664,969 380,303 491,790	\$ 86,950 2,014,561 286,837 209,949	\$ 1,455 88,499 201 526	\$ 65,179 3,033,918 8,032 122,738	\$ 6,304 322,845 19,486 8,253	\$ 14,990 149,315 6,259 6,632	\$ 15,389 1,006,288 4,011 6,955	\$ 42,821 44,602 53,890 134,821	\$ 1,249 4,941 1,587 1,916	\$ 301,341 7,065,175 442,213 551,967
Public Support - Other: Local/County Government Donations/Contributions In-Kind Support Other Public Support	56,173 470,740 17,224 23,645	- - -	56,173 470,740 17,224 23,645	16,823 110,891 -	575 4,091 -	20,941 157,426 - 23,645	3,856 24,877 -	3,470 91,583 17,224	7,482 48,393 - -	15,640	615 17,839 -	49,010 390,035 22,005 25,885
BBH: Community Mental Health Other BBH	317,878 517,481	-	317,878 517,481	1,497 67,334	51 -	1,864 46,235	225,343 29,870	88,187 174,021	666	405 000	55 94,339	329,365 516,093
Rental Income Other Revenues	154,069 40,846 9,369,455		154,069 40,846 9,369,455	5,203 2,800,045		5,260 3,485,238	1,002 641,836		154,069 1,894 1,245,147	1,207	150 122,691	152,854 87,950 9,933,893
TOTAL PUBLIC SUPPORT AND REVENUES	\$ 9,369,455	\$ <u>-</u>	<u>\$ 9,369,455</u>	\$ 2,800,045	\$ 95,6 <u>80</u>	\$3,485,238	<u>\$ 641,836</u>	\$ 577,529	<u>\$ 1,245, 147</u>	<u>\$ 401,289</u>	\$ 122, 6 91	\$ 9,933,893

West Central Services, Inc.
d/b/a West Central Behavioral Health
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2018
Comparative Totals for 2017

	Total	Total	Total	Adult	Adult Vocational	Children	ACT Team	Emergency	Housing	Non-Eligibles	Other Non-BBH	2017
ı	Agency	Admin	218001									
Personnel Costs:			•			4 754 EK3 &	290 740	347.858	\$ 633,067	\$ 275,795	\$ 254,217	\$ 6,479,023
Salary & Wages	\$ 6,264,781			\$ 2,062,911	10100	000				28,246	17,698	701,048
Employee Benefits	680,531	34,681	645,850	235,838	23,737	000,112	32,030	26.918	46 448	20.051	18,745	455,331
Payroll Taxes	441,833	27,163	414,670	146,423	7,530	121,406	20, 143	20,07		Ī		
Professional Fees:					199 6	50 100	5.834	6.776	16,252	62,243	7,726	336,960
Professional Fees	270,096	32,963	237,133	76,436	700'7	60	100	•				
Staff Devel. & Training:				1	ę	7400	1 425	452	314	616	7,135	28,138
Staff Development	40,101	15,008	25.093	12,706	D D	116,2	671.	!				
Occupancy Costs:					0010	207 000	41 868	26 580	84,735	39,430	7,604	663,767
Rent	673,123	19,499	653,624	202,851	06/01	007,862	000	4 7 7 8	45 980		•	68,614
Other Billies	83,470	•	83,470	12,797	724	17,010	2,783		000,00		868	74.097
Maintenance & Penairs	91 184	3,067	88,117	20,652	1.693	26,533	4,637	4,11,	000,00		,	36.000
and a second sec	200 90		36 000	•	•	•	•	•	36,000		,	727 427
Taxes	38,000		160 964	54.923	112	61,067	9,504	251	13,764	20.069	1,2/4	#0 '80
Other Occupancy Costs	t 06'001			<u> </u>								
Consumable Supplies:			,00 4	4	908	11 990	2.866	2,116	8,754	1,902	909	57,372
Office/Building/Househol	52,743	10,459	42,264	001 'C'			COX	87	20,158	184	9	40,272
Food	36,042	3,558	32,484	4,177	CC :		1 0	898		646	208	18,307
Fourtheat Rental	18.766	7,239	11,527	4,855	8 2 8		040.	0 00			1771	64,333
Lymphics Comment	13 404	7,686	5,518	1,753	100		329	162		•	1 117	66.437
	924.00	7 5.67	86 599	18.273	2.208	15,513	650	1,678	T			1111
Depredation	001 80		46.200	5 180	295	4,837	972	877	1,871		573	
Advertising	17,728	7,400	200.0	2 2	213		343	528	991	609	1,350	
Membership Dues	14,265	•	14,265	0/0.4	217	•	2 000	A 35.4	6.665	1.924	1,179	64,794
Telephone/Communications	63,904	11,422	52,482	11,547	655	-	3,020	500			13	16,782
Postade/Shipping	8,384	3,392	4,992	1,647	126	2,059	9/5	7				
Transportation:								7 2 2 7	2 844	2 109	3.407	120,520
Staff /Clients	116,798	4,351	112,447	41,112	953	38,171	18,337	4.0.4				
(nsurance:						46 890	4 049	6.748	21,072	6,748	6,748	_
General/Liability	142,546		142,546	•	Ň		800	1645		1,542	1,526	34,350
Interest Expense	31,345	1	31,345				976	570.74	•			٠,
Other Expenditures	285,138	59,828	225,310	62,740	2,887	8/4'0/	† ************************************	40.74			•	22,005
In-Kind Expense	17,224	,	17,224	'	,	'		1			100 acc	0 061 169
	252 0 536	682 559	8 966.977	3,054,072	167,815	2	558,008	531,213	Ξ.	7 477,063	330,601	
rejected a signature .	מיים מיים מיים	(682,559)			13,651	238,896	40,954	34,128	81,907			
Administrative Allocatori												
TOTAL PROGRAM					,	•	4 508 DA2	565 341	1,188,954	4 \$ 504,366	\$ 357,278	\$ 9,961,169
EXPENSES	\$ 9,649,536	₩	\$ 9,649,536	\$ 3,279,315	\$ 181,456	2,973,634	400° 000°	1	,			

WEST CENTRAL BEHAVIORAL HEALTH

AFFILIATE OF THE DEPARTMENT OF PSYCHIATRY, GEISEL SCHOOL OF MEDICINE AT DARTMOUTH

Board of Directors Roster FY 2019

Chair Peter Bleyler

Vice Chair Sheila Shulman

Secretary/Treasurer Anne Page

Members

Brooke Adler

Clinton Bean

Kenneth Goodrow

Angela Montano

Sarah Rutter

Lawrence Schissel, MD

Professor Phillip Stocken

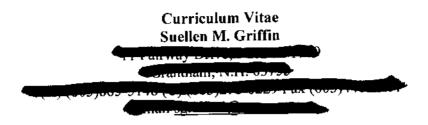
William Torrey, MD

Douglas Williamson, MD

Ex-Officio Alan I. Green, MD

Ex-Officio Suellen Griffin, MSN

Ex-Officio Diane Roston, MD



Professional Experience

West Central Behavioral Health, Lebanon, NH

10/2007 - Present

President/CEO

Responsible for the overall planning, organizing, directing and evaluating of services at West Central Behavioral Health (WCBH). Services include the provision of mental health and substance abuse services to members of the community. The organization has approximately 156 employees and a 10 million dollar operating budget.

Specific responsibilities include:

- Act as ex-officio voting member of the Board of Directors.
- Manage the organization's financial resources including the annual preparation of the organization's budget.
- Coordinate the programs and services of WCBH with other health and human service providers within the community.
- Participate in state and regional planning including but not limited to the provision of Behavioral Health Services.
- Prepare and present the Agency's Annual Report.
- Develop a strategic plan for the organization.
- Locate and develop revenue sources.
- Act as a liaison between the organization and other groups such as the New Hampshire Bureau of Behavioral Health, Dartmouth Medical School, Department of Psychiatry and Dartmouth-Hitchcock Medical Center

Saint Vincent Catholic Medical Centers, New York, NY

9/2000 - 2/2007

Vice President-Operations and Nursing

Behavioral Health Service Division

Responsible for all inpatient and ambulatory behavioral health services within an eight-hospital system. Programs are located in Brooklyn, Queens, Manhattan, Staten Island and Westchester. There are 407 inpatient beds and 65 OMH or OASAS licensed ambulatory programs. Oversaw program development, budgets, regulatory reviews, staff education and quality improvement for all programs. The programs have an overall revenue base of 135 million dollars.

- Developed a system-wide Quality Improvement plan spanning all programs and regions. Received the Pinnacle Award for Quality Improvement from HANYS in 2004.
- Developed new services within units and programs to meet the community needs, e.g. Latino mental health and substance abuse services were started in several programs in Westchester and Manhattan.
- Established and implemented productivity standards across BHS system and assured compliance with these standards.

- Established a monitoring system for all inpatient units to assure compliance with established policies.
- Participated in and successfully negotiated several different union contracts, NYSNA and 1199, across the SVEMC system.
- Opened and operated a 19 bed substance abuse detoxification unit in an acute care facility with \$5,303,074 in revenue and a \$2,003,052 contribution margin.
- Designed and operated a 21 bed psychiatric inpatient unit serving the dually diagnosed population of Mentally Ill/Mentally Retarded and Developmentally Disabled with a \$3,983,709 increase in revenue and a \$971,305 contribution margin.
- Designed and operated a 24 bcd psychiatric inpatient unit with a revenue base of \$4,773,377 and a contribution margin of \$1,008,761.
- Opened a 10 bed detoxification unit with \$2,813,847 in revenue and a \$591,706 contribution margin.
- Actively participated with the Board of Directors of the Maxwell Institute, a substance abuse program, to raise over \$100,000 per year to support the program.
- Established and implemented productivity standards across BHS system to produce a positive bottom-line.

St. Vincent's Hospital, Harrison, NY and West 12th Street, New York, NY 11/1999 - 9/2000 Vice President-Clinical Service. Harrison and

Director, Patient Care Services Manhattan

St. Vincent's Hospital, Harrison, NY Vice President-Clinical Services Vice President, Ambulatory Services Administrative Director, Outpatient Department Assistant Director, Outpatient Mental Health Services Referral Coordinator/Therapist	2/1976 - 10/1999 11/1998 - 10/1999 7/1996 - 11/1998 10/1994 - 7/1996 7/1994 - 10/1994 10/1993 - 7/1994 2/1976 - 10/1993
Inpatient Psychiatry	2/1976 – 10/1993

Cochran School of Nursing, St. John's Hospital, Yonkers, NY

8/1993 - 12/1995

Adjunct Clinical Instructor

Provided clinical instruction in Psychiatric/Mental Health Nursing for nursing students.

United States Army Reserve

8/1990 - 3/2000

Captain-United States Army Reserve

Responsible for skills assessment and training of nursing personnel for the 815th Station Hospital, Bronx, NY and the 344th General Hospital, Queens, NY.

Senior Officer responsible for all aspects of Finance Department - 344th General Hospital, Oueens, NY.

Department of Psychiatry, Geisel School of Medicine, Hanover, NH	10/2007 - Present
Faculty Adjunct Instructor in Psychiatry Lecturer in Psychiatry	7/2015 - Present 10/2007 - 6/2015

Education

Suellen Gri	ffin Curriculum Vitae	Page 3
MSN	Masters of Health Care Delivery Science Yale University, New Haven, CT	1992
BBA	Masters in Adult Psychiatric/Mental Health Nursing Sigma Theta Tau Honor Society Pace University, Pleasantville, NY Bachelor of Business Administration	1987
Diploma	Alpha Chi Honor Society St. Mary's School of Nursing, Amsterdam, NY Registered Nurse	1976
	Registered Nurse	

Licenses:

Registered Nurse: Connecticut and New York State Psychiatric Nurse Practitioner: New York State

Activities, Honors and Leadership

Fellow of the American College of Healthcare Executives, FACHE	2007 - Present
New Hampshire Governor's Commission on PTSD and TBI	9/2013 - Present
Rotary Club of Lebanon, NH	President, 7/2017 – 7/2018 Member, 2010 – Present
New Hampshire Community Behavioral Health Association	President, 7/2015 – 7/2018 Member, 10/2007 – Present

Sigma Theta Tau Honor Society, Delta Mu Chapter Alpha Chi Honor Society

Board Memberships

St Philip the Apostle Foundation	02/2005
Good Counsel Daystar Program.	04/2007
Library Arts Center, Newport, NH	2013 – Present
National Alliance for the Mentally Ill, State Chapter, Concord, N	Н
The control of the co	Vice-President, 7/2015 – 6/2017
	Member, 2011 – 2017
Stepping Stone & Next Step	2018 - Present

<u>Research</u>

Chronic Medical Illness as it Relates to Major Depressive Disorder, Yale University, 1992 (unpublished Master Thesis)

CURRICULUM VITAE

Diane M. Roston, M.D.

Educa	tion:				
M.D.	University of Wisconsin School of Medicine	1986			
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982			
B.S.	Health Education, summa cum laude University of Wisconsin	1978			
	English Major, Grinnell College	1973 - 1975			
<u>Postd</u>	octoral Training:				
Dartm	outh-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990			
<u>Licen</u>	sure and Certification:				
Diplo	mate, National Board of Medical Examiners	1987			
Diplo	mate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992			
New I	Hampshire Medical Licensure - #7851	1988 – present			
Verm	ont Medical Licensure -#8369	1991 - present			
Academic Appointments:					
Clinic	al Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present			
Adjun	oct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010			
Lectu	rer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992			
Adjur	ect Assistant Professor of Women's Studies	1991 - 1992			

Dartmouth College, Hanover, NH

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH

Consulting staff

2016 - present; 1996-2004

Valley Regional Hospital, consulting staff, Claremont, NH 2016 - present

Nashua Brookside Hospital, Nashua, NH

1988-1990

Experience:

2007-present	Medical	Director,	West Central	Behavioral Health
-	7 1	3 77 7		

Lebanon, NH

• Supervision of medical and nursing staff

• Chair, Quality Improvement committee

• Coordination of on-site research pilot studies

• Ex-officio member, Board of Directors

• Member, executive staff

1995-present Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH

 Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder

• Supervised 3rd year psychiatry residents for one year rotation

• Provide clinical guidance to interdisciplinary care teams

1990-present Private Practice, general psychiatry, White River Junction, VT

1993-1995 Staff Psychiatrist, Counseling Center of Lebanon

West Central Behavioral Health, Lebanon, NH

1990-1991 Research Associate with George Vaillant, M.D.

Institute for the Study of Adult Development Dartmouth Medical School, Hanover, NH

1982 Editor, Motherhood and Childbirth Project

Women's Studies Research Center University of Wisconsin, Madison, WI

1978-1981 Patient Educator and counselor

Wisconsin Clinical Cancer Center

University of Wisconsin Hospitals & Clinics

Madison, WI

Major Committee Assignments and Consultations:

National and Regional	
Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

Memberships in Professional Societies:

American Association of Community Psychiatrists
American Medical Women's Association
American Psychiatric Association
Association for Women in Psychiatry
National Alliance for the Mentally Ill
New Hampshire Medical Society
New Hampshire Psychiatric Association
Vermont Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar	
on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NII	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum,	
Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course	
Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator,	1995
Dartmouth Medical School fourth year course,	
Department of Family and Community Medicine	
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

Dartmouth-Hitchcock Medical Center, Lebanon, NH The Psychology of Women in Health and in Sickness

Undergraduate seminar professor

Dartmouth College, Hanover, NH

1991

Other Professional Activities:

Private Practice Supervision Group	1993 - present
Co-organized Women and Psychiatry module	1989 - 1997
in psychiatry residency curriculum, DHMC, Lebanon, NH	
Cofounder, regional conference, women & psychiatry	1993 - 1994
Women's Health Faculty Study Group	1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum	1991 - 1993

Invited Presentations:

- "The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.
- "Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.
- "Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.
- "Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.
- "Caring for Survivors of Sexual Abuse." in Topics in Primary Care of
 - Women, DHMC, Continuing Medical Education program, November 1992.
- "Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.
- "Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.
- "Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.
- "Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.
- "Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.
- "Psychiatric Aspects of Pregnancy and the Purpurium." Psychiatry residency seminar, DHMC, April 1993.
- "Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.
- "Adult Development." Psychiatry residency seminar, DHMC, April, 1991.
- "Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

Publications:

- Roston, D. An extraordinary team. Community Psychiatrist. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.
- Roston, D. Surviving suicide: a psychiatrist's journey. Death Studies. 41:10, 629-634. DOI: 10.1080/07481187l2017.1335547. Routledge Press. 2017. https://doc.org/10.1080/07481187.2017.1335547.
- Vaillant, GE, Orav, J,Meyer,S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. Intl. Psychogeriatrics 8:1-20; 1996.
- Roston, D. A Season for Family: One Physician's Choice. <u>Psychiatric Times</u>. Oct. 1993. Roston, D. On Studying Anatomy. <u>Academic Medicine</u>. 68:2, February 1993.
- Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, <u>Ego Mechanisms of Defense</u>: A Guide for Clinicians and <u>Researchers</u>. Washington, DC: American Psychiatric Press, 1992.
- Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. <u>Archives of General Psychiatry</u>. 49, 709-715, 1992.
- Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.
- Roston, D., Editor, <u>Motherhood Symposium Proceedings</u>. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.
- Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.
- Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

Contact information:

Diane Roston, M.D.
Medical Director
West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766
603-448-0126
droston@wcbh.org

CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predoctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology Northern Illinois University (NIU) APA-accredited program

M.A. (1988): Clinical Psychology Northern Illinois University (NIU)

B.A. (1985): Psychology The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

- July 1998 February 1999: Psychologist proving psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.
- July, 1995 July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.
- July, 1994 June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.
- July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.
- January, 1992 June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI)
 College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management, academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.
- September, 1990 August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.
- Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

- January, 1990 June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.
- Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.
- July, 1988 August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.
- Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.
- August, 1985 May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

- Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College.
 One section of General Psychology and one section of Child Development.
- Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College.

 One section of General Psychology and one section of Abnormal Psychology.
- Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College.

 One section of General Psychology.
- Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College.
 Two sections of General Psychology and one section of Child Development.
- Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.
- Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.
- Spling, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU. Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

RESEARCH EXPERIENCE

- May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.
- August, 1989 August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.
- May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome.

 Presented at the meeting of the Midwestern Psychological Association, Chicago.
- November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.
- August, 1985 August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

Cynthia A. Twombly, MA, MBA
Vice President of Operations
West Central Behavioral Health
9 Hanover Street, Suite 2
Lebanon, NH 03766
(603) 448-0126

Professional Experience

West Central Behavioral Health - Lebanon, NH Vice President of Operations

02/09 - present

• At the direction of the President and CEO is responsible for managing Operations of the Agency

Center for Life Management - Derry, NH Director

10/07 - 01/09

- Recruited for the development and implementation of a strategic business development systematic plan for a regional behavioral health system.
- Improve and develop key stakeholder relationships throughout the Southern New Hampshire Interior Rockingham County.
- Effectively developing new programs and services in collaboration with Parkland Medical Center's executive team.
- Develop and maintain physician relationships to increase referral base and coordinate quality of care for patients.
- Improving community awareness and brand through a collaborative effort with marketing consultant: including development of a regional community television program, testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development. Currently managing the overall project including solicitation of major sponsors and facilitation of committees.
- Identified and implemented improved customer service processes.
- Developed staff training and community education programs.
- Initially assessed readiness of the organization for the process of growth and change: developed and implemented quality of work life strategies to improve organization morale in support of the overall strategic business development plan and to drive increased employee satisfaction. Strategy has been adopted into the organizational system.
- Interface effectively with internal Directors, Executive Team and Board of Directors.
- Developed an Integrated Service Delivery Model including operations, financial, marketing plan negotiations that are targeted to Primary care and Specialty physician practices for growth and development of services into other locations within region.
- Create policies, procedure, and competencies for Integrated Services.

President, Counseling and Consulting Services

- Recruited for the development, implementation, operations and practice of Behavioral Health services in a multi-specialty health care setting, Nashua Medical Group, Nashua, NH. (Harvard Pilgrim HealthCare)
- Provided in-depth needs assessment and treatment plans for individuals, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Effectively resolved healthcare operations, claim and reimbursement issues.
- Develop and maintain healthcare provider relationships, managed care, insurance systems for referral resource network.
- Strong knowledge and experience in fee for service and managed care systems.
- Effectively interfaced with primary care physicians, medical staff, support staff and specialty physicians to ensure the highest quality of health care delivery.
- Facilitated consulting/training programs to outside organizations in conflict management, team development, and problem solving.

Foundation Medical Partners, So. NH Health Systems, Nashua, NH 10/98 - 8/01 Director

- Contributed to the strategic planning, development and implementation of an innovative integrative health center within the Southern New Hampshire Medical Center System, departments, and services including staffing of providers and administrative staff, fit-up, design, operations, forecasting and budgetary responsibilities.
- Directly involved in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media roll-out
- Collaborated with primary care and specialty physicians including anesthesiology, breast health, radiology, cardiac, behavioral health, pain management, pulmonary, physiologists, surgery, oncology, psychiatry to develop an integrated health care delivery system to improve chronic disease patient outcomes and improved delivery of care.
- Interfaced with Executive Management, Physician Committees and Chief of Staff for development of integrated programs within the Southern New Hampshire Medical Center System.
- Directly responsible for budgetary development and monthly provider productivity reports and management.

So. NH Medical Center, So. NH Health Systems, Nashua, NH Cardiopulmonary Rehab, Clinical

- Develop clinical exercise prescriptions for cardiac/pulmonary rehab patients and employee wellness programs.
- Extensive chronic disease program development and management within the Cardio-Pulmonary and Community Health Department.
- Assessed and consulted with external health care systems for the development of an integrated disease management system.
- Developed and implemented behavioral health assessments and services for patients with chronic illness.

 Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.

Nashua Downtown Development, Nashua, NH Business/Community Development Director

9/87 - 2/93

- Reported directly and accountable to Board of Directors.
- Recruited/solicited businesses to relocate/expand into the Downtown region of Nashua, NH.
- Interfaced/collaborated with city, state government and corporate leaders to support the economic development mission of the organization.
- Developed and oversaw special community events for the region.
- Extensive media relations interface: local/national television, radio, newspapers, newsletter writing and publication.
- Budgetary responsibility and fiscal management
- Recruitment and oversight of volunteers.
- Assessment and needs analysis of community and business climate through extensive *survey* tools.

Education

Master's in Business Administration - Rivier College	2001
Masters of Arts in Counseling, Department of Education - Rivier College	1997
Bachelors of Arts in Psychology - Rivier College	1997

Professional Affiliations

Licensed Clinical Psychotherapist - State of New Hampshire National Certified Counselor, NBCC #53625

Ethics Chair, New Hampshire Chapter Counselors Association 2003 - 2006

Adjunct Faculty Academic Posts

Rivier College, Graduate Business Department, Nashua, NH, 1/03 - 6/07

Courses facilitated:

MBA Department: Health Care Administration, Health Care Marketing, Strategic Marketing Management

New Hampshire Technical Community College, Nashua, NH, 8/01 - 6/07

Courses facilitated:

Human Relations in the Organization, Human Development, Introduction to Psychology

ROBERT GONYO

EXPERIENCE

Accounting Manager Lake Sunapee Bank Newport, New Hampshire 2014 - Present

- Responsible for managing the Accounting Department of a 1.6 billion dollar community bank with 35 branch locations within New Hampshire and Vermont to insure optimum accuracy, efficiency, and delivery of services.
- Work with external and internal auditors to provide accounting related documentation needed for audits.
- Review and approve the distribution of checks issued by Accounts Payable.
- Manage monthly recurring and non-recurring accruals and review of overall expenses.
- Prepare weekly filing of FR 2900, monthly calculation and filing of Vermont Sales & Use Tax return, quarterly filing of Vermont Bank Franchise Tax return and filing of annual reports with various Secretaries of State for 6 corporations.
- Responsible for accounting and reporting of \$188 million dollars of bank owned investments.
- Monitor and adjust pledged deposits weekly based on current market values of investments.
- Review and determine daily cash needs at Federal Reserve Bank with access to line of credit at Federal Home Loan Bank of Boston.
- Experience working with Jack Henry banking software and Fisery investment software.
- Manage and direct a staff of 5 reporting directly to the Vice President and Director of Financial Reporting/Controller.

Revenue Manager Lutheran Social Services / Ascentria Care Alliance Concord, New Hampshire

2013 - 2014

- Responsible for the oversight of the accounts receivable billing and collections function for all subsidiaries.
- Oversee 7 direct reports providing leadership and coaching while holding direct staff accountable for accurate and timely completion of their duties.
- Monitor and manage any identified disruptions or delays within the revenue cycle.
- Determine and recommend general and specific reserves against bad debts and routinely analyze the collectability of receivables.
- Ensure departmental effectiveness and compliance with all third-party billing and collection requirements including eligibility and authorization functions.
- Maintain contact with program directors throughout the agency and external funding agencies in order to ensure proper management of all contracts and grants.
- Provide analysis of revenue contracts/grants to assist in making sure that revenue from contracts/grants are maximized.
- Experience with federal contracts, UFR categories for cost reimbursements, EIM billing and cost reimbursement billing processes and procedures.
- Knowledge of contract principles, laws, statues, Executive Orders, regulations and procedures.

Fiscal Director Community Alliance of Human Services Newport, New Hampshire

2008 - 2013

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll.
 Provided quarterly reporting requirements for various local, county, state and federal grants and

- assisted with grant writing proposals.
- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- · Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

Revenue Control Accountant NFI North Contoocook, New Hampshire

2003 - 2008

- Responsible for printing monthly cost center financial statements for 23 programs along with a corporate consolidation.
- Review bi-monthly billings for accuracy and tie revenue amounts back to program census.
- Member of Software Selection Committee charged with selecting a new client data management system for entire agency.
- Worked to set up finance module of new client data management system allowing a seamless transition to the new software.
- Produce monthly cash flow showing six months actual and six months projections.
- Update management team on a weekly basis of the cash flow status.
- Close and reconcile accounts receivable and post revenue to Great Plains general ledger monthly.
- Calculate allowance for doubtful accounts.
- · Approve monthly reconciliation and weekly batches for accounts payable.
- Perform monthly budget reviews with Program Managers.
- Work with billing department to develop and institute rebilling and collection procedures.

Controller Brattleboro Reformer / Town Crier Brattleboro, Vermont

2002 - 2003

- Responsible for producing monthly financial statements for two publications.
- Produce weekly revenue and expense forecasts for the current month and monthly produce a rolling three months forecast.
- Developed inventory controls allowing daily updates of newsprint inventory levels.
- Provide corporate office with explanations of monthly revenue and expense budget variances. Work
 with circulation department to develop and institute collection procedures.
- Responsible for preparing annual operating budgets, filing of sales and use tax returns, reviewing and approving salesman commissions and accounts payable invoices.
- Work with management and staff to provide analysis and support.
- Produce daily production and revenue reports allowing management to quickly adjust and compensate for variances from expected results.
- Manage and direct staff in the areas of payroll, accounts receivable and credit & collections.

Controller Merriam-Graves Corporation Charlestown, New Hampshire

1998 – 2002

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the
 preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

Assistant Comptroller

1992 - 1998

Wakeman Industries, Inc. (Merriam-Graves Corporation) Charlestown, New Hampshire

- Responsible for producing detailed monthly financial statements with statistical highlights on an IBM AS/400 for 26 branches, 9 corporations and 2 consolidations.
- Coordinated with I/S staff and software provider to ensure the accuracy of general ledger during all
 phases of the computer conversion.
- Managed and directed support staff in the areas of payroll, accounts payable and accounts receivable. Streamlined the financial reporting process which resulted in more accurate and timely monthly financial statements.
- Assisted with the developing and preparation of the annual operating budgets.
- Managed daily cash flow requirements with access to \$5,000,000 line of credit.
- Responsible for management and reporting of approximately \$3,000,000 accounts receivable.
- Managed and calculated salesman commission and branch manager bonus programs.
- Assisted with annual certified audit.

Staff Accountant

1988 - 1992

Wakeman Industries, Inc. (Merriam-Graves Corporation) Charlestown, New Hampshire

- Set up and maintained cost allocation spreadsheets in Microsoft Excel to distribute centralized costs to all branches.
- Implemented AS/400 based fixed asset system.
- Produced depreciation expense schedules for fleet of 100 trucks, tractors and trailers. Experienced with payroll processing for 225 personnel.
- Set up and maintained multi state sales tax exemption files.

Office Administrator Suburban Realty, Inc. Manchester, New Hampshire 1984 – 1987

- · Responsible for managing all bookkeeping and administrative functions.
- Implemented advertising program which allowed equal exposure for all listed properties.

EDUCATION

Bachelor of Science degree in Accounting New Hampshire College Manchester, New Hampshire

PROFESSIONAL AFILIATIONS

Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc. Newport, New Hampshire

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
Suellen Griffin	President/CEO	\$178,236	3.25	\$5,793
Diane Roston	Medical Director	\$122,853	3.25	\$3,993
Nancy Nowell	VP of Clinical Services	\$97,850	3.25	\$3,180
Cynthia Twombly	VP of Operations	\$92,700	3.25	\$3,013
Robert Gonyo	CFO	\$92,700	3.25	\$3,013



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422
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His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 June 6870 Approved

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

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EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State
 regulations applicable to the State mental health system, including NH Administrative Rules
 He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and
 Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M
 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

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Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Director

Approved by:

Jeffrey A. Meyers

Commissioner

3.2% General orthern Humar	Funds; 11.65% Fed	EAU OF MENTAL HEALTH SERVICE deral Funds; .15% Other	CFDA# FAIN	93.778 1705NH5MAP Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,249
2019	102/500731	Contracts for Program Services	TBD	379,24
2010	1021000101	Sub Total		758,49
/est Central S	vcs, Inc., DBA West	Behavioral Health		Vendor#177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD `	322,19
2019	102/500731	Contracts for Program Services	TBD	322,19
		Sub Total		644,38
he Lakes Red	ion Mental Health Co	enter., Inc. DBA Genesis Behavioral F	-lealth	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,11
2019	102/500731	Contracts for Program Services	TBD	328,11
		Sub Total		656,23
iverband Con	nmunity Mental Healt	th Inc		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,65
2019	102/500731	Contracts for Program Services	TBD	381,65
	102,000707	Sub Total		763,30
Jonadnock Fa	mily Services			Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,59
2019	102/500731	Contracts for Program Services	TBD	357,59
		Sub Total		_715,18
Community Co	ouncil of Nashua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Fiscal Year		Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,79
2019	102/500731	Contracts for Program Services	TBD	1,183,79
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Sub Total		2,367,59
The Mental He	ealth Center of Greate	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,82
2019	102/500731	Contracts for Program Services	TBD	1,646,82
- 2010		Sub Total		3,293,6
Engages Man	ital Health Center, Inc	<u> </u>		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	746,7
	102/300/3/	1 Community for Fredham Community		
2019	102/500731	Contracts for Program Services	TBD	746,7

Sub Total

Fiscal Year	Class / Account	Services of Strafford County, Inc. D Class Title	Job Number	Vendor # 177278 Amount
2018	102/500731	Contracts for Program Services	TBD	313,54
2019	102/500731	Contracts for Program Services	TBD	313,54
	<u> </u>	Sub Total	100	627,08
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he Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	er for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	350,79
2019	102/500731	Contracts for Program Services	TBD	350,79
- · · · · - · · - · · · - · · · ·		Sub Total	<u> </u>	701,58
<u> </u>		SUB TOTAL	<u> </u>	12,021,050
OF, HHS: BEH DATA COLLEC	AVIORAL HEALTH CTION	I, HEALTH AND SOCIAL SERVICES DIV, BUREAU OF MENTAL HEALT	S, REALTH AND F H SERVICES, ME CFDA # FAIN	NTAL HEALTH N/A N/A
Northern Huma				Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,00
		Sub Total		10,000
/+ O O			·	
Fiscal Year	vcs, Inc., DBA West Class / Account			Vendor # 177654
2018	102/500731	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
	102/300/31	Contracts for Program Services	92204121	5,000
		Sub Total	<u> </u>	10,000
ne Lakes Regi	ion Mental Health Ce	enter., Inc. DBA Genesis Behavioral I	-lealth	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	0220 + 12 1	10,000
		·		1 ,0,000
	munity Mental Healt	h, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	<u></u>	Sub Total		10,000
	-11 0 1			· · · · · · · · · · · · · · · · · · ·
onadnock Fan		<u> </u>	, <u>.</u>	Vendor # 177510
Fiscal Year 2018	Class / Account	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
2019 1	102/500731	Contracts for Program Services	92204121	5,000
.	<u> </u>	Sub Total		10,000
ommunity Cou	ncil of Nashua. NH t	DBA Greater Nashua Mental Health (Center at	Vendor # 154110
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 154112
2018	102/500731	Contracts for Program Services	92204121	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000 5,000
2019				

Sub Total

10,000

	w a l cat Canada	Manchaetar Inc		Vendor # 177184
	Ith Center of Greater	Class Title	Job Number	Amount
Fiscal Year	Class / Account	Contracts for Program Services	92204121	5,000
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Sub Total	0220	10,000
		Sub Total		
	-i Health Contar lac			Vendor # 174089
	al Health Center, Inc	Class Title	Job Number	Amount
Fiscal Year	Class / Account	Contracts for Program Services	92204121	5,000
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Sub Total		10,000
		Sub Total	<u> </u>	
0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	uth 9 Dayalanmenta	Services of Strafford County, Inc. DE	A Community	Vendor # 177278
	Class / Account	Class Title	Job Number	Amount
Fiscal Year	102/500731	Contracts for Program Services	92204121	5,000
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500/31	Sub Total		10,000
The Mandal Ma	alth Contar for South	nem New Hampshire DBA CLM Cente	or for Life	Vendor # 174116
	Class / Account	Class Title	Job Number	Amount
Fiscal Year		Contracts for Program Services	92204121	5,000
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Sub Total	† · · · · · · · · · · · · · · · · · · ·	10,000
		SUB TOTAL	<u> </u>	100,000

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Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,00
Vest Central S	vcs, Inc., DBA West			Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,00
		Sub Total		4,00
		enter., Inc. DBA Genesis Behavioral		Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,00
	<u>,</u>	Sub Total		4,00
Riverbend Com	nmunity Mental Healt			Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,00
		Sub Total		4,00
Monadnock Far	mily Services			Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,00
		Sub Total		4,00
The Mental Hea	alth Center of Greate			Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,00
Seacoast Ment	al Health Center, Inc			· · Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
	102/500731	Contracts for Program Services	92102053	4,00
		Contracts for Program Services	92102053	1
2018	102/500731		+	·
	102/500731	Sub Total		4,0
2018 2019		Sub Total	BA Community	· · · · · · · · · · · · · · · · · · ·
2018 2019 Behavioral Hea	alth & Developmental	Sub Total Services of Strafford County, Inc. D		Vendor # 177278
2018 2019 Behavioral Hea Fiscal Year	alth & Developmental Class / Account	Sub Total Services of Strafford County, Inc. Di Class Title	Job Number	· · · · · · · · · · · · · · · · · · ·
2018 2019 Behavioral Hea	alth & Developmental	Sub Total Services of Strafford County, Inc. D		Vendor # 177278

ie Wental Hea	i i	rn New Hampshire DBA CLM Cente Class Title	Job Number	Current Modified
Fiscal Year	Class / Account			Budget 4,000
2018	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	4,00
		Sub Total		36,000
		SUB TOTAL		00,000
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iorthem Huma	an Services	771	Job Number	Amount
Fiscal Year	Class / Account	Class Title	42105824	5,31
2018	550/500398	Contracts for Program Services	42105824	5,31
2019	550/500398	Contracts for Program Services	42103024	10,62
		Sub Total		
		Rehavioral Health		Vendor # 177654
Vest Central S	Svcs, Inc., DBA West	Class Title	Job Number	Amount
Fiscal Year	Class / Account	Contracts for Program Services	42105824	1,7
2018	550/500398	Contracts for Program Services	42105824	1,7
2019	550/500398	Sub Total		3,5
		GBD TOTAL		
ru i alian De	sion Montal Health C	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	JOB MORIDOL	Amount
	550/500398	Contracts for Program Services	4210582 4	1,7
2018 2019	550/500398	Contracts for Program Services	42105824	1,7
2019	330,000,000	Sub Total		3,5
	<u> </u>			V 3 # 477401
Riverbend Co	mmunity Mental Heal	th, Inc		Vendor # 177192
Fiscal Year	Class / Account	Class Litte	Job Number	Amount 1,7
2018	550/500398	Contracts for Program Services	42105824	1,7
2019	550/500398	Contracts for Program Services	42105824	
		Sub Total		3,5
				 . Vendor # 17751
Monadnock F	amily Services		Jak Number	Amount
Fiscal Year	Class / Account	Class Title	Job Number	1,7
2018	550/500398	Contracts for Program Services	42105824	1,7
2019	550/500398	Contracts for Program Services	42105824	3,5
		Sub Total		1
	_		h Center at	Vendor # 15411
		1 DBA Greater Nashua Mental Healt	Job Number	Amount
Fiscal Year	Class / Account	Class Hile	JOB NUITBOL	1,
2018	550/500398	Contracts for Program Services		1,7
2019	550/500398	Contracts for Program Services Sub Total	42103024	3,
L		Sub Total		
T I 14 - 1 12	In-ith Contact of Gran	tor Manchester Inc.		Vendor # 17718
	Health Center of Grea	Class Title	Job Number	Amount
Fiscal Year		Contracts for Program Services		3,
2018 2019	550/500398 550/500398	Contracts for Program Services Contracts for Program Services		3,

	il Health Center, Inc.		Lab. Niconsbar	Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount 1.7
2018	550/500398	Contracts for Program Services	42105824	111
2019	550/500398	Contracts for Program Services	42105824	1,7
<u>.</u>		Sub Total		3,5
ehavioral Hea	Ith & Developmental	Services of Strafford County, Inc. DB	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount =
2018	550/500398	Contracts for Program Services	42105824	1,7
2019	550/500398	Contracts for Program Services	42105824	1,7
		Sub Total	, <u> </u>	3,5
ne Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 17411
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,7
2019	550/500398	Contracts for Program Services	42105824	1,
		Sub Total		3,
		SUB TOTAL		46,0
		ESS & HOUSING, PATH GRANT	CFDA#	93. ⁻ SM016030
00% Federal	Funds		CFDA# FAIN	SM016030
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Sub Total

80,242

Seachast Ment	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
2018	102/300/01	Sub Total		50,000

The Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	29,500
2019	102/500731	Contracts for Program Services	42307150	29,500
2019	102/300101	Sub Total		59,000
ļ	·	SUB TOTAL		416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES 2% General Funds, 98% Federal Funds CFDA # 93.959

FAIN

Vendor # 174089

T1010035

- 56	eacoast Menti	al Health Center, Inc	·		VEHIOU # 174003
	Fiscal Year	Class / Account	Class Title	Job Number	Amount
\vdash	2018	102/500731	Contracts for Program Services	92056502	70,000
\vdash	2019	102/500731	Contracts for Program Services	92056502	70,000
\vdash	2019	102/300/31	SUB TOTAL		140,000
- 1			JOB TOTAL	l	<u> </u>

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS 100% Federal Funds CFDA # 93.043

FAIN 17AANHT3PH Vendor # 174089

 Seacoast Ment 	al Health Center, Inc	,	<u> </u>	Vendor # 174069
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	48108462	35,000
2019	102/500731	Contracts for Program Services	48108462	35,000
	102,00010	SUB TOTAL		-70,000
1	1	TOTAL		12,829,412

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location
Northern Human Services	Conway
West Central Services DBA West Central Behavioral Health	Lebanon
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia
Riverbend Community Mental Health, Inc.	Concord
Monadnock Family Services	Keene
Community Council of Nashua, NH, DBA Greater Nashua Mental Health Center at Community Council	Nashua
The Mental Health Center of Greater Manchester, Inc.	Manchester
Seacoast Mental Health Center, Inc.	Portsmouth
Behavioral Health & Development Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover
The Mental Health Center for Southern New Hampshire, DBA CLM Center for Life Management	Derry

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-02)

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

AGREEMENT

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

GENERAL PROVISIONS

1. I	DENTIFICATION.							
1.1 State Agency Name			1.2 State Agency Address					
Department of Health and Human Services			129 Pleasant Street					
	n for Behavioral Health		Concord, NH 03301-3857					
1.3 Contractor Name			1.4 Contractor Address					
West Central Services, Inc.			9 Hanover Street, Suite 2					
DBA West Central Behavioral Health			Lebanon, NH 03766					
DDA West College Delia Total Control			,					
1.5 Co	entractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation				
	ımber	05-95-92-922010-[4117, 4121,	1					
603-44		2053]	June 30, 2019	\$661,922				
"	0 0.120	05-95-42-421010-2958						
19 Cc	ontracting Officer for State		1.10 State Agency Telephone Number					
	in V. Gallo, Esq., Interim		603-271-9246					
10.11.01			1					
111 6	Pautus et au Cierra trans		1.12 Name and Title of Contra	ector Signatory				
1.11 €	Contractor Signature	10	1.12 Name and Title of Contra	ictor dignatory				
	-	7. 11.	Smaller Caiffin Dessident/CE	:O				
	Julle /	suffe	Suellen Griffin, President/CEO					
1.13 A	Acknowledgement: State	of New Hampshire, County of Grai	ton					
	1 0		141	in blook 1.10 or natisfactorily				
On Jui	ne 7, 2017 , before	the undersigned officer, personal	ly appeared the person identified i	in document in the constitu				
		ime is signed in block 1.11, and ac	eknowledged that s/ne executed th	ns document in the capacity				
indicate	ed in block 1.12.			<u> </u>				
1.13.1	Signature of Notary Pub!	ic or Justice of the Peace A. Twomley						
	(1-#1):	(1) Turantely						
	Cyclhia	. a. iwoming						
L	[Seal]							
1.13,2	Name and Titlenfalatar	TWO MBILY of the Peace						
	Notary Public - N	lew Hampshire						
	My Commission Expire	5 August 14, 2010	1.15 Name and Title of State	A const Signatory				
1.14	State Agency Signature		1.15 Name and Title of State Agency Signatory					
	5)6555	Date (17	Katjas Fix. Director					
1.16	1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)							
-	By: Director, On:							
"	Зу:		Diector, On.					
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)								
By: 1/0 On: 6/13/2017								
1	Jany	115	011. 011924	<i>'</i>				
1.18 Approval by the Governor and Executive Council (if applicable)								
By:		On:						

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Contractor Initials

Date 6-7-17

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents. all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be

subcontracted by the Contractor without the prior written

notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials
Date 6-7-17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date 6-7-17

Exhibit A



SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT,

Contractor Initials:

Exhibit A

- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS yendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand.

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. <u>Formula</u>: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
 - 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months.

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1, and/or 11.2.2, has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eliable Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2, above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days:
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications:
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.
- 21.3. Activities that may be funded:
 - 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
 - 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
 - 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database;
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. <u>Payments</u>:

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21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;

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21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

Phoenix data; and

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21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services:
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

23. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 23.1. DCYF funds shall be used by the Contractor to provide the following:
 - 23.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 23.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

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Exhibit A

24. RENEW CONTINUATION (Rehabilitation for Empowerment, Education, and Work)

24.1. The Contractor shall continue activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall apply funds, as specified in Exhibit B, to obtain RENEW training from the Institute on Disability at UNH for three (3) facilitators and an internal coach, to obtain coaching for facilitators, internal coach and implementation teams, and to provide travel funds for these purposes.

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Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
- 2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93.778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

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New Hampshire Department of Health and Human Services Mental Health Services



Exhibit B

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

9. Other Contract Programs:

9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 87,878	\$ 87,878
Assertive Community Treatment Team (ACT) - Adults	\$ 225,000	\$ 225,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)		\$4,000
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 9,313	\$ 9,313
Total	\$328,961	\$332,961

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

Contractor Initials: Date: 6-7-17

New Hampshire Department of Health and Human Services Mental Health Services

Exhibit B

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for:

IOD/UNH COSTS	NUMBER OF HOURS AND COST/HR	TOTAL COST
Training for (3) new Facilitators	(3) X \$399/per facilitator	\$1,197
Training for an Internal Coach	(1) Coach for (2) days (\$199/day)	\$ 398
Coaching by IOD for Facilitators, Coach & Implementation Teams	(4) hours/mo. X (12) months * \$150/hour	\$7,200
Travel	(12) Roundtrips	\$ 518
		\$9,313

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: Date: 6-7-17

Exhibit B, Appendix 1

	FISCAL PERIOD:						<u></u>			,	i	
	SFY BUDGET	Total	Total	Total		Chiidren &	Older		Emergency		Intensive	Restorative
		Apency	Administration	Programs	Maintenance	Adolescents	Adult	Intake	Services/	Brief/DRF	Partial	Partial
							Services		Assessment		Hospital	Hospital
***	2000 0000 0000		190		100	101	102	103	104	106	107	108
	PROG. SERV. FEES				_							•
	Net client fees	G	0	0			0	Ð	0	O	O	0
	HMO's	Đ	0	0	0			D	Ō	a	0	0
	BC/RS	0	0	0	Ð	_ _	0	D	0	0	۵	G
	Medicaid	0	0	0	C	٥	0	0	0	อ	O	0
	Medicare	0	D	Ω	ď	0	0	0	D	0	0	פ
	Other assurance	ם	0	0	0	D	0	0	0	0	0	0
411	Other program fees	0	0	0	0	Ō	0	0	0	0	0 :	0
	SUBTOTAL	0	D	0	0	Ď	0	0	D	0	D.	٥
	PROG. SALES											
	Production	0	D	0	0	0	0:	D	O	0	0	0
	Service	0		O	Ð	0	D.	D	O	0	0	O
	PUBLIC SUPPORT									·		
	United Way	Ç	0	D i	0	0	D	0	. 0	O	D	ō
	Local/County Government	Ü	D	0	0	Ö	0	D	O	0	0	0
	Donations/Contributions	Q	D	a	0	0	В	0	0	0	D	0
434	Bur. Developmental Services	G	Ö	C	a	D	D	0	Đ	0	D	D
	Other public support	a	D	0		0	0	D	0	D	0	D
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437	Div. Alc/Drug Abuse Prev & Recovery	. 0	0	C	Ō	0	0	0	0	0		0
438	Div. for Children, Youth & Families	0	D	0	0	0	Ö	D	0	O	0	0
	State Emergency Shelter Grant	0	Ö	D		0	Ø	D	O	Ð	O	ij.
444	FEDERAL FUNDING				-							
441	Block Grants	0	0	D	O	D	0	0	D	O	0	0
444	HUD	0	0	Ö	0	0	0	0	0	o	ā	0:
	Other Federal Grants	0	O	0	D	0	0	0	Đ	0	ū	Ö
	PATH	D	0	0	O	D	D	0	Q	0	0	0
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	OTHER REVENUE											
451	Rental Income	D	0	0	O.	G	0	Ω	0	0	D	0
452	interest income	0	Ö	0	G	Ö	0	Ø	0	O	D	D.
	In-Kind Donations	a	0	D	a	0	D	D	- 0	0	0	0
	All Other Revenue	0	0	0	a	0	1	D	0	- 0		
480	BBH						"					
481	Bur. of Befurvioral Health	a	0	D.	0	0	D	D	0	D	D	0
482	Other BBH	a	D	D	0		_	Ö	0	G	- 5	0
	SUBTOTAL	0	0	0	O:	O	D	D	0	0	D	0
500	General Management Allocation	- 0	Ö	ā	0	0	D	D	0	0	- 0	

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Exhibit B, Appendix 1

New Hampshire Department of Health and Human Services Mental Health Services

Exhibit B, Appendix 1



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Community Education &	Training	130		0	0	0	0	0	0	O	C		0	O		0	0	0	0	0	D	0	0	0		Q	a	0	Đ	D		0	0	o	D	: !	0	ß	0	a
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Multi-Service		113			0	0	0	O	a	a	0		O	0		0	0	0	0	0	o	0	ū	0		0	0	0	Ö	0		0	0	0	0		0	0	0	0
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Contractor Initials,

Dale: 6-7-17

New Hampshire Department of Health and Human Services Mental Health Services



Exhibit B, Appendix 1

	PROGRAM REVENUES	0	0	a	0	a	0	0	Ð	0	0	_
	PERSONNEL COSTS											
	Salary & Wages	0	B	Ð	D	0	D	0	0	8		_
	Employee Benefits	0	0	D	Ø	0	D	D	ű	0	0	_
603	Payroll Taxes	0	0	0	0	0	0	Ð	0	o .	0	
	SUBTOTAL.	0	0	D	a	0	D	0	0	0	0	
	Client Wages	0	D	0	0	0	יט	0	0	B	0	
620	PROFESSIONAL FEES											_
821	Substitute Staff	0	a j	D.	0	0	0	Ö	D	O	0	_
822	Client Evaluations/Services	0	0	0	0	0	0	D	D	C	0	_
524	Accounting	0	D	0	0	0	0	Đ	0	D	0	
625	Audit Fees	0	0	Ð	. 0	0	Ð	D	D	0	0	_
626	Legal Fees	0	0 .	D	O	ŭ	0	0	0	0	0	
	Other Prof. Fees/Consultations	0	0	0	0	0	0	0	<u> </u>	Ð	0]	
630	STAFF DEV & TRAINING											_
	Journals & Publications	0	Ð	0	.0	0	- 0	Ð	0	0	0	
932	In-Service Training	0	D	ß	Ū	0	0	D	0	0		
633	Conferences & Conventions	0	0	B	<u> </u>	0	D	0	0	Ü	D	_
034	Other Staff Development	0	D	D	0	D	0	0	Ð	0	D	_
640	OCCUPANCY COSTS	<u> </u>									_	
	Rest	0	Ð		0	0	D	0	O	a	D	
042	Mortgage (Interest)	0	G	0	0	0	0	D	D	Û	0	
	Heating Costs	0	0	Đ	0	D	o [0		D	0	
	Other Utilies	0	0	D	0		0	Ð	D	0	O	_
045	Maintenance & Repairs	o l	0	D	0	0	D	D D	0	0	0	_
	Taxes	0	a	D	. 0	0)	, 0	D	0	0		
047	Other Occupancy Costs	0	a	0	o l	Q	a	0	0	0	ប	
650	CONSUMABLE SUPPLIES											
	Office	i i	0	DI	0	0	Б	D	0	0	0	Ξ
	Building/Household	0	0	D	0		D	D	0	Ü	0	
	Educational/Training	0	0	o l	6	0	0	D	0	O	р	
	Production & Sales	0	0	D	0	D	0	D	0	۵	0]	
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	Other Consumable Supplies		0	0	0	0	D	0	O_	0	0	
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	Advertising	D	0	0	Ð	0	0	0	D	Ð	Ö	
	Printing	0	0	0	Ö	0	D	0	D _	0	0	
	Telephone/Communication		D	0	0	0	ŋ	0	Þ	0	0	
	Postage/Shipping	0	0	0	0	0	0	0	0	Û	0	
	TRANSPORTATION											
	Board Members	0	0	0	0	D	0	0	0	0	D	
742	J	- 		0	0	D	ō	0	0	0	0	
	Clients		- 0	ő	0	D	0	0	D	0	D	
	Delivery Products		 		ō	0	ō	- 6	- 0	0	O	_
- 56 X	ASSIST.TO INDIVIDUALS	 										

New Hampshire Department of Health and Human Services Mental Health Services



Exhibit B, Appendix 1

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751 Client Services	0	0	<u> </u>	0.	0	0	Ð	0	D	0	- 0
752. Clothing	0	0	0	0	0	Ű	<u> </u>	Ð	0	0	
760 INSURANCE											
761 Malpractice & Bonding	0	0	ם	O	O.	0		0	0	0	
762 Vehicles	0	a	0	0	0	0	D		0	0	D
763 Comprehensive, Property & Liability	0	G	0	D	0 '	0	0]	0	D	0	<u> </u>
800 OTHER EXPENDITURES											
801 Interest Expense (other than Mortgage Interest)	D	0	Ω	D D	Ü	0	0		. 0	0	0
802 In-Kind Expense	0	G	0	- 0	D	0	Ð	0	0	0	
803 Depreciation, Equipment	C	0	Ð	0	. 0	0	Q		C	G	0
804 Depreciation, Building	D	0	O	0	0	0	0	0	0	0	0
805 Equipment Rental		0	0	0	0	0	ū	8	C.	0	
806 Equipment Maintenance	0	ū	O	0	0	Ð	C	0	0	C	0
807 Membership Dues	Ü	O	ß	O	0	0	0	0	0	0	- 0
810 Other Expenditures	0	0	O	D	0	0	0	0	D		0
TOTAL EXPENSES	0	D	G	D	q	0	0	0	D	- 5	0
900 Administrative Affocation	O		0	Ü	0	0	٥	0	0	0	D D
TOTAL PROGRAM EXPENSES	0		0	ū	0	0	D	۵	Ö	0	<u> </u>
SURPLUS/(DEFICIT)	0	0	D	D	D	0	O	0	0	Q	O
Total Revenue - Total Expense (line 49 - 115)		-									·····
BBH Revenue wildetch	Đ	-	0		•	-		-	-	-	~
Total Fees less Medicaid	D	-	Đ	•	-	•	-	_	-	•	-
BBH Revenue	0	-	0	•	-	-	-	-	-	-	-
Personnel Expense	0	-	0	-	-	-	**	-	-	-	-



SPECIAL PROVISIONS

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

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

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established; 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in

excess of costs:

Exhibit C - Special Provisions

Date 6-7-17



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to

the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Contractor Initials

Date <u>6-7-17</u>



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

11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - 6.4. The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.



- **7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- **7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6. Replace Subparagraphs 8.1, through 8.1.3., and add Subparagraphs 8.1.4, through 8.1.16, regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
 - 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12, before executing a subcontract or assignment;
 - **8.1.10.** Failure to attain the performance standards established in Exhibit A, Section 11;
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;



- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- **8.1.16.** Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - **8.2.5.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - **8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - **8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - **9.5.1.5.** On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.



- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - **9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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Exhibit C-1 - Revisions to Standard Provisions

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- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1, with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

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- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred:
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - 22.6.5. Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- **22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

REVISIONS TO EXHIBIT C. SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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Exhibit C-1 - Revisions to Standard Provisions



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials ______

Date <u>6-7-17</u>



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

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactority in a drug abuse assistance or 1.6.2. rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

West Central Services, Inc. DBA West Central Behavioral Health

6-7-17 Date

Name: Suellen Griffin Title: President/CEO

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

- 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-L)
- The undersigned shall require that the language of this certification be included in the award
 document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants,
 loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

West Central Services, Inc. DBA West Central Behavioral Health

6-7-17

Date

Name: Suellen Griffin

Title: President/CEO

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 6-7-17

CU/DHHS/110713

Page 1 of 1



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 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

Contractor Initials _

Date 6-7-17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:
West Central Services, Inc. DBA West Central Behavioral Health

Name: Suellen Griffin Title: President/CEO

Date

6-7-17

CU/DHH8/110713

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2 Contractor Initials _______

Date <u>6-7-17</u>



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity:
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6105-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations Equal Treatment for Faith-Based Organizations), and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials

Confication of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations

6/27/14 Rev 10/21/14



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

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

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

Contractor Name:

West Ceptral Services, Inc. DBA West Central Behavioral Health

6-7-17

Date

Name: Suellen Griffin

Title: President/CEO

Exhibit G

Contractor Initials

Contribution of Compliance with requirements partining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations

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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, toan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Contractor Name:

West Central Services, Inc. DBA West Central Behavioral Health

6-7-17 Date

Name: Suellen Griffin Title: President/CEO

Contractor Initials __

Date <u>6-7-17</u>



HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



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

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

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

Contractor Initials ____



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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164,524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164,526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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

3/2014



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.
- Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) <u>Termination for Cause</u>

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

(6) Miscellaneous

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment.</u> 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	West Central Services, Inc. DBA West Central Behavioral Health
The State	Name of the Contractor
200819	Julle Johi
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	_Suellen Griffin
Name of Authorized Representative	Name of Authorized Representative
Director	President/CEO
Title of Authorized Representative	Title of Authorized Representative
Ce(9/17	6-7-17
Date	Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

West Central Services, Inc. DBA West Central Behavioral Health

6-7-17

Date

Title:

Name: Suellen Griffin President/CEO

New Hampshire Department of Health and Human Services 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: 150883403				
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?				
	If the answer to #2 above is NO, stop here				
	If the answer to #2 above is YES, please answer the following:				
 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 Securit Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code 1986? 					
	NOYYES				
	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



State of New Hampshire Department of Health and Human Services Amendment #1 to the Name of Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 40 Beacon Street East, Laconia NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
 Lakes Region Mental Health Center, Inc.
- Form P-37 General Provisions, Block 1.4, Contractor Address, to read: 40 Beacon Street East Laconia, NH 03246.
- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- 4. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,447,650.
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
 Nathan D. White, Director.
- 6. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 7. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 8. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

5/23 | q

Name: Katja Fox Title: Director

Lakes Region Mental Health Center, Inc.

Mame: Margaret M. Pritchard
Title: Chief Executive Officer.

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Belenap on May 21, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

e and Title of Notary of Justice of the Feace

My Commission Expires: _

DAWN H. LACROIX

Notary Public - New Hampshire

My Commission Expires March 22, 2022



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

OFFICE OF THE ATTORNEY GENERAL

	Of FIGE OF THE WAY AND A STATE OF
6/2/2019 Date	Name: Namy J. Senty Title: S. Acct. Atty Graceas
I hereby certify that the foregoing the State of New Hampshire at the	Amendment was approved by the Governor and Executive Council of Meeting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite

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Exhibit A Amendment #1

Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.
- 3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)



Exhibit A Amendment #1

- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 4.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 4.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

5. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 5.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

6. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 6.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 6.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 6.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.

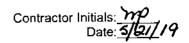




Exhibit A Amendment #1

- 6.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 6.1.3.1. Medication-related services,
 - 6.1.3.2. Case management services
 - 6.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 6.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 6.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 6.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 6.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

7. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 7.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 7.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 7.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including

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competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.

- 7.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 7.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 7.1.3.2. Implement the solutions within forty-five (45) days.
- 7.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 7.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 7.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 7.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 7.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 7.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 7.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual





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has relocated out of the Contractor's designated community mental health region

7.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

8. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 8.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 8.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 8.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 8.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 8.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 8.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 8.3.2.2. Implement such solutions within 45 days.
 - 8.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as

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- per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 9.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 9.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 9.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 9.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

10. COORDINATED CARE AND INTEGRATED TREATMENT

10.1. PRIMARY CARE

Contractor Initials: MP
Date: 5/au/19



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- 10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 10.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 10.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

10.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE

- 10.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 10.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 10.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
- 10.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 10.2.2.1. Assertive engagement.
 - 10,2,2,2. Motivational interviewing,
 - 10.2.2.3. Medications for substance use disorders.
 - 10.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 10.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.





Exhibit A Amendment #1

10.3. AREA AGENCIES

- 10.3.1. The Contractor shall use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 10.3.1.1. Services for those dually eligible for both organizations.
 - 10.3.1.2. Transition plans for youth leaving children's services.
 - 10.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 10.3.1.4. A process for assessing individuals leaving NHH.
 - 10.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 10.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

10.4. PEER SUPPORTS

- 10.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 10.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 10.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 10.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

10.5. TRANSITION OF CARE WITH MCO's

10.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.

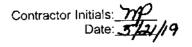




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- 10.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 10.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

11. CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 11.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 11.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 11.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 11.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 11.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 11.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 11.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
 - 11.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
 - 11.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
 - 11.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.

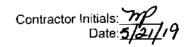




Exhibit A Amendment #1

11.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 12.1.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 12.1.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

13. APPLICATION FOR OTHER SERVICES

13.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

14. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

14.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

15. QUALITY IMPROVEMENT

- 15.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 15.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 15.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 15.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 15.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.

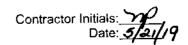




Exhibit A Amendment #1

15.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

16. MAINTENANCE OF FISCAL INTEGRITY

- 16.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 16.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 16.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 16.3.1. Days of Cash on Hand:
 - 16.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 16.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 16.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

16.3.2. Current Ratio:

- 16.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 16.3.2.2. Formula: Total current assets divided by total current liabilities.
- 16.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.3.3. Debt Service Coverage Ratio:

- 16.3.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 16.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 16.3.3.3. <u>Formula:</u> Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

Contractor Initials: Marie: 5/81/19



Exhibit A Amendment #1

- 16.3.3.4. Source of <u>Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 16.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 16.3.4. Net Assets to Total Assets:
 - 16.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 16.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
 - 16.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
 - 16.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
 - 16.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 16.4. In the event that the Contractor does not meet either:
 - 16.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 16.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 16.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 16.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.
 - 16.4.2.3. The Department may request additional information to assure continued access to services.
 - 16.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 16.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated

Contractor Initials: Date: 5/2//19



Exhibit A Amendment #1

- by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 16.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

17. REDUCTION OR SUSPENSION OF FUNDING

- 17.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 17.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - 17.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - 17.2.2. Emergency services to all individuals;
 - 17.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
 - 17.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C;50 and He-M 609.

18. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 18.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 18.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 18.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

Contractor Initials: 770 Date: 5/3//19



Exhibit A Amendment #1

19, DATA REPORTING

- 19.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 19.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 19.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 19.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 19.5. General requirements for the Phoenix system are as follows:
 - 19.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 19.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
 - 19.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - 19.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
 - 19.5.5.1. All data is formatted in accordance with the file specifications;
 - 19.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 19.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
 - 19.5.6. The Contractor shall meet the following standards:
 - 19.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

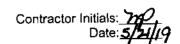




Exhibit A Amendment #1

- 19.5.6.2. Completeness: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
- 19.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 19.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

20. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 20.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 20.2. Activities that may be funded:
 - 20.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 20.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 20.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 20.2.1.3. Software and/or training purchased to improve data collection.
 - 20.2.1.4. Staff training for collecting new data elements.
 - 20.2.1.5. Developing any other BMHS-requested data reporting system.
- 20.3. Other conditions for payment:
 - 20.3.1. Progress Reports from the Contractor shall:
 - 20.3.1.1. Outline activities related to Phoenix database;
 - 20.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 20.3.1.3. Include progress to meet anticipated deadlines as specified.

21. REFUGEE INTERPRETER SERVICES

21.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.

Lakes Region Mental Health Center, Inc.

Contractor Initials: 77 Date: 5/31/19



Exhibit A Amendment #1

22. Housing Support Services

- 22.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 22.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.





Exhibit B Amendment #1

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency:

U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of





Exhibit B Amendment #1

Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

9. Other Contract Programs:

9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY19 Amount	SFY20 Amount	SFY21 Amount
Div. for Children Youth and Families (DCYF)	\$1,770	\$1,770	\$1,770
Consultation (BCBH)			
Emergency Services	\$94,170	\$94,170	\$94,170
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000	\$225,000
ACT Enhancement Payments – Adults	\$25,000		
Behavioral Health Services Information System (BHSIS)	\$5,000	\$5,000	\$5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) (BCBH)	\$4,000	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW) (BCBH)	\$3,945	\$ \$6,000	\$ 6,000
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Refugee Interpreter Services	\$5,000	\$5,000	\$5,000
Total	\$428,885	\$341,940	\$341,940

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which

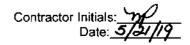




Exhibit B Amendment #1

identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults</u>): The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL COST
	Programmatic costs as outlined on	\$225,00
Invoice based payments on invoice	invoice by month	0
	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 or 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on	- 1
ACT Enhancements	Team, SE on Team, or Responsibility for crisis services.	\$25,000

9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.

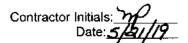




Exhibit B Amendment #1

9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST
2020	#0.500	\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000
2021		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000

- 9.9. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.10. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
	One time payment	
area as defined in Exhibit A		\$10,000

- 9.11. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.12. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support needs of the contract.
- 9.13. Refugee Interpreter Services: System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: 70 Date: 52/19

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64124

Certificate Number: 0004210224



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of November A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Jannine Sutcliffe, do hereby certi	ify that:
I, <u>Jannine Sutcliffe</u> , do hereby certi (Name of the elected Officer of the Agency; cannot be contract signatory)	
I am a duly elected Officer ofLakes Region Mental Health Center, Inc	
(Agency Name)	
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Director	rs of
the Agency duly held on May 21, 2019:	
(Date)	
RESOLVED: That the Chief Executive Officer (Title of Contract Signatory)	
(Title of Contract Signatory)	
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revision modifications thereto, as he/she may deem necessary, desirable or appropriate.	ons,
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect	t as of
the 21 day of May , 20 19 . (Date Contract Signed)	
4. <u>Margaret M. Pritchard</u> is the duly elected <u>Chief Executive Officer</u> (Name of Contract Signatory) (Title of Contract Signatory)	
of the Agency.	
Oracio P Sutcled	210,
Signature of the Elected Officer	t
STATE OF NEW HAMPSHIRE	
County of Belknap	
The forgoing instrument was acknowledged before me this day ofMay, 2	0_19
By	2
(Notary Public/Justice of the Pea (NGTARY SEAL)	ace)
Commission Expires:DAWN H. LACROIX Notary Public - New Hampshire My Commission Expires March 22, 2022	

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/18/2018

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(les) must have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s)

PRODUCER US! Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 E-MAIL ADDRESS:	
855 874-0123	INSURER(S) AFFORDING COVERAGE INSURER A : Ace American Insurance Company	22667
The Lakes Region Mental Health Center, Inc. 40 Beacon Street East Laconia, NH 03246	INSURER B : AIM Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	33758

_				IE NUMBER:			REVISION NUMBER:	
T	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							
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=	XCLL	ISIONS AND CONDITIONS OF SUCH	POLICII	ËS. LIMITS SHOWN MAY HAVE B	EEN REDUCED	BY PAID CLAI	IMS.	
INSF	١	TYPE OF INSURANCE	ADDL SU INSR WA	BR /D POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	'S
Α	X	COMMERCIAL GENERAL LIABILITY		SVRD37803601	06/26/2018	06/26/2019	EACH OCCURRENCE	s 1,000,000
	Ш	CLAIMS-MADE X OCCUR	i				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
	Ш			i			MED EXP (Any one person)	s25,000
				}			PERSONAL & ADV INJURY	\$1,000,000
	GEN	IL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	Н	POLICY JECT LOC				1 :	PRODUCTS - COMP/OP AGG	\$3,000,000 <u></u>
<u> </u>	\Box	OTHER:				<u> </u>		\$
Α		OMOBILE LIABILITY		CALH08618574	06/26/2018	06/26/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X	ANY AUTO					BODILY INJURY (Per person)	s
	Ш	OWNED SCHEDULED AUTOS			Ì		BODILY INJURY (Per accident)	s
	X	AUTOS ONLY X NON-OWNED AUTOS ONLY	;]	PRÖPERTY DAMAGE (Per accident)	\$
_			<u> </u>					\$
Α	X	UMBRELLA LIAB X OCCUR		XOOG25516540008	06/26/2018	06/26/2019	EACH OCCURRENCE	\$4,000,000
		EXCESS LIAB CLAIMS-MADE					AGGREGATE	s4,000,000
<u> </u>	1	DED X RETENTION \$10000						\$
В	AND	EMPLOYERS' LIABILITY Y / N		ECC6004009072018A	06/26/2018	06/26/2019	X PER OTH-	
ĺ	ANY OFFI	PROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	\$500,000
l	(Мал	edatory in NH)]	E.L. DISEASE - EA EMPLOYEE	\$500,000
	1 .	i, describe under CRIPTION OF OPERATIONS below	ļ <u>i</u>				E.L. DISEASE - POLICY LIMIT	\$500,000
Α		fessional		OGLG2551662A008	06/26/2018	06/26/2019	\$5,000,000 Each Occ	C
	Lial	bility					\$7,000,000 Aggrega	te
DES	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							
RE	RE: McGrath Street Permanent Housing Contract							

CERTIFICATE HOLDER	CANCELLATION
Department of Health and Human Services 129 Pleasant Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord, NH 03301	AUTHORIZED REPRESENTATIVE
	المالات المالا

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Lakes Region Mental Health Center

Our Mission:

Lakes Region Mental Health Center's mission is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our communities.

Our Vision:

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

Our Values:

R espect

We conduct our business and provide services with respect and

professionalism.

A dvocacy

We advocate for those we serve through enhanced collaborations,

community relations and political actions.

I ntegrity

We work with integrity and transparency, setting a moral compass for

the agency.

S tewardship

We are effective stewards of our resources for our clients and our

agency's health.

E xcellence

We are committed to excellence in all programming and services.

(Revised & Approved by the Board of Directors, 9/15/2015)

The Lakes Region Mental Health Center, Inc. FINANCIAL STATEMENTS June 30, 2018

The Lakes Region Mental Health Center, Inc. TABLE OF CONTENTS June 30, 2018

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of The Lakes Region Mental Health Center, Inc.

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors
of The Lakes Region Mental Health Center, Inc
d/b/a Genesis Behavioral Health
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues and expenses on pages 12-15 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Burnagen + Sargett
St. Albans, Vermont
September 19, 2018

The Lakes Region Mental Health Center, Inc. STATEMENT OF FINANCIAL POSITION June 30, 2018

ASSETS

CURRENT ASSETS	
Cash	\$ 1,367,407
Investments	1,552,428
Accounts receivable (net of \$760,000 allowance)	1,647,960
Prepaid expenses and other current assets	98,296
TOTAL CURRENT ASSETS	4,666,091
PROPERTY AND EQUIPMENT - NET	6,352,596
OTHER ASSETS	
Restricted cash	34,234
TOTAL ASSETS	\$ 11,052,921
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	\$ 118,441
Current portion long-term debt	797,005
Accrued payroll and related	359,665
Deferred income	122,379
Accrued vacation	333,945
Accrued expenses	310,477
TOTAL CURRENT LIABILITIES	2,041,912
LONG-TERM DEBT, less current portion	
Notes and Bonds Payable	4,609,770
Less: unamortized debt issuance costs	(93,319)
TOTAL LONG-TERM LIABILITIES	4,516,451
TOTAL LIABILITIES	6,558,363
NET ASSETS	
Temporarily restricted	529,968
Unrestricted	3,964,590
TOTAL NET ASSETS	4,494,558
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 11,052,921</u>

The Lakes Region Mental Health Center, Inc. STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS For the Year Ended June 30, 2018

	Unrestricted Funds	Temporarily Restricted Funds	All Funds
PUBLIC SUPPORT AND REVENUES			
Public support - Federal	A 500 704	•	A 500 704
	\$ 509,721 320,087	\$ -	\$ 509,721
State of New Hampshire - BBH Other public support	117,118	531,613	320,087
Total Public Support	946,926	531,613	648,731 1,478,539
Total Public Support			1,470,000
Revenues -			
Program service fees	12,059,775	-	12,059,775
Rental income	87,536	-	87,536
Other revenue	138,196	-	138,196
Net assets released from restriction	58,754	(58,754)	<u> </u>
Total Revenues	12,344,261	(58,754)	12,285,507
TOTAL PUBLIC SUPPORT AND REVENUES	13,291,187	472,859	13,764,046
EXPENSES			
BBH funded program services -			
Children Services	2,789,889	-	2,789,889
Multi-service	5,743,176	-	5,743,176
ACT	1,187,809	-	1,187,809
Emergency Services	1,008,000	-	1,008,000
Housing Services	276,874	-	276,874
Non-Eligible	761,212	-	761,212
Non-BBH funded program services	1,249,531		1,249,531
TOTAL EXPENSES	13,016,491		13,016,491
INCREASE IN NET ASSETS FROM OPERATIONS	274,696	472,859	747,555
OTHER INCOME			
Investment income	142,145		142,145
TOTAL INCREASE IN NET ASSETS	416,841	472,859	889,700
NET ASSETS, beginning	3,547,749	57,109	3,604,858
NET ASSETS, ending	\$ 3.964.590	\$ 529,968	\$ 4.494.558

The Lakes Region Mental Health Center, Inc. STATEMENT OF CASH FLOWS For the Year Ended June 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$	889,700
Adjustments to reconcile to net cash		
provided by operations:		
Depreciation		228,153
Unrealized gain on investments		(37,331)
(Increase) decrease in:		
Accounts receivable		(342,050)
Prepaid expenses		(13,437)
Restricted Cash		(4,743)
Increase (decrease) in:		
Accounts payable & accrued liabilities		(146,600)
Deferred income		84,801
NET CASH PROVIDED BY OPERATING ACTIVITIES		658,493
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property and equipment		(100,657)
Net investment activity		51,762
NET CASH (USED) IN INVESTING ACTIVITIES		(48,895)
CASH FLOWS FROM FINANCING ACTIVITIES		
Debt issuance costs		(459)
Principal payments on long-term debt		(178,532)
NET CASH (USED) IN FINANCING ACTIVITIES		(178,991)
NET INCREASE IN CASH		430,607
CASH AT BEGINNING OF YEAR		936,800
CASH AT END OF YEAR	<u>\$</u>	1,367,407
SUPPLEMENTAL DISCLOSURE		
Cash Payments for Interest	\$	137,752
Capital purchases acquired through issuance of long-term debt	<u>\$</u>	3,915,506

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Lakes Region Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the Center 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).

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

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

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$10,922,923, of which \$10,760,248 was revenue from third-party payers and \$162,675 was revenue from self-pay clients.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Third Party Contractual Argangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers 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 allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of the Center for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as released from restrictions when expended for the purpose for which they were given. The earnings from these funds will be used to fund operations. For the year ending June 30, 2018 \$58,754 was released from restrictions.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The allowance for doubtful accounts was \$760,000 and \$561,500 for the years ended June 30, 2018 and 2017. Total patient accounts receivable increased to \$1,950,374 as of June 30, 2018 from \$1,541,624 at June 30, 2017. As a result of this increase and changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 36% to 39% of total patient accounts receivable.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising

Advertising costs are expensed as incurred. Total costs were \$80,133 at June 30, 2018 and consisted of advertising costs of \$49,587 and recruitment costs of \$30,546.

NOTE 2 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of \$1,000 or more. Property and equipment, at cost, consists of the following:

Land, buildings and improvements	\$ 7,592,521
Computer equipment	1,017,720
Furniture, fixtures and equipment	1,905,622
Vehicles	<u>139,738</u>
	10,655,601
Accumulated depreciation	(4,303,005)

NET BOOK VALUE <u>\$ 6,352,596</u>

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$	128,119
Receivable from insurance companies		617,886
Medicaid receivables		1,018,470
Medicare receivables	_	185,899
		1,950,374
Allowance for doubtful accounts	_	(760,000)
Total Receivable - Trade	_	1,190,374

NOTE 3 ACCOUNTS RECEIVABLE (continued)

ACCOUNTS RECEIVABLE - OTHER

Housing Rent	11,966
HUD	51,738
Grafton County	5,750
Mount Prospect Academy	3,900
Capital Campaign Pledges	39,673
Tax Credits	240,000
Town Appropriations	18,450
NFI North, Inc.	7,425
SAMSHA	35,468
BBH - Bureau of Behavioral Health	1,408
Other Grants and Contracts	41,808
Total Receivable - Other	457,586
TOTAL ACCOUNTS RECEIVABLE	\$ 1,647,960

NOTE 4 LINE OF CREDIT

As of June 30, 2018, the Center had available a line of credit with an upper limit of \$1,000,000 with a local area bank. At that date, \$-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.0%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2019, and is secured by all business assets.

NOTE 5 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2018 for each of the next four years and in the aggregate are:

June 30,	Amount
2019	\$ 14,902
2020	1,608
2021	1,608
2022	536

Total rent expense for the year ended June 30, 2018, including rent expense for leases with a remaining term of one year or less was \$144,718.

NOTE 6 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2018 the total contributions into the plan were \$86,979. Total administrative fees paid into the plan for the year ended June 30, 2018 were \$9,962.

NOTE 7 RESTRICTED CASH

The Center maintains restricted depository accounts. At the balance sheet date the amounts are as follows:

Rural Development *

\$ 34,234

 Balance will accumulate per loan agreement to \$47,448 at a required monthly deposit of \$395.

NOTE 8 LONG-TERM DEBT

As of June 30, 2018, long-term debt consisted of the following:

5% mortgage note payable - Rural Development due in monthly aggregate installments of \$3,357 (including principal and interest) secured by land and buildings through June, 2027.	\$ 290,485
5% mortgage note payable - Rural Development due in monthly installments of \$597 (including principal and interest) secured by land and buildings through December, 2030.	65,985
4.43% bond payable - Meredith Village Savings Bank due in full in June, 2019. Secured by building.	676,555
2.97% bond payable - Meredith Village Savings Bank due in monthly installments of \$19,234 (principal and interest) beginning in June 2019. Secured by building through June, 2047. Total long-term debt before unamortized debt issuance costs Unamortized debt issuance costs	4,373,750 5,406,775 (93,319)
Total long-term debt Less: Current Portion	5,313,456 (797,005)
Long-term debt, excluding current installments	\$4,516,451

NOTE 8 LONG-TERM DEBT (continued)

Expected maturities for the next five years are as follows:

Year EndingJune 30,	
2019	\$ 797,005
2020	131,920
2021	136,563
2022	141,380
2023	146,378
Thereafter	4,053,529
	<u>\$ 5,406,775</u>

NOTE 9 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

NOTE 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2018, the status of these funds were as follows:

		Cost	_	nrealized nin (Loss)		Market
Large Blend	\$	353,949	\$	195,166	\$	549,115
Health		236,601		42,577		279,178
Large Growth		162,583		(4,818)		157,765
Mid-Cap Value		147,366		152,879		300,245
Short-Term Bond		182,635		83,490	_	266,125
	<u>\$</u>	1,083,134	<u>\$</u>	469,294	\$	1,552,428

NOTE 10 INVESTMENTS (continued)

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

\$ 29,821
74,993
 37,331
\$ 142,145
\$ \$

NOTE 11 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

- Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.
- Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2018, the carrying amount of the cash deposits is \$1,401,641 and the bank balance totaled \$1,478,103. Of the bank balance, \$561,813 was insured by Federal Deposit Insurance, \$796,014 was offset by debt and \$120,276 was uninsured.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2018 is as follows:

Due from clients	7 %
Insurance companies	32
Medicaid	52
Medicare	9
	100 %

NOTE 13 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 19, 2018 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2018, have been incorporated into the financial statements herein.



The Lakes Region Mental Health Center, Inc. ANALYSIS OF ACCOUNTS RECEIVABLE For the Year Ended June 30, 2018

	R	Accounts eceivable leginning of Year	_0	Bross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$	151,742	\$	1,813,643	\$ (1,650,968)	\$ (186,298)	\$ 128,119
BLUE CROSS / BLUE SHIELD		196,238		811,829	(449,507)	(254,178)	304,382
MEDICAID		588,623		14,564,491	(5,193,277)	(8,941,367)	1 ,018,470
MEDICARE		220,026		1,567,290	(905,635)	(695,782)	185,899
OTHER INSURANCE		280,971		963,618	(598,561)	(332,524)	313,504
ALLOWANCE FOR DOUBTFUL ACCOUNTS	_	(561,500)	_	-	<u> </u>		(760,000)
TOTAL	\$	876,100	\$	19,720,871	\$ (8,797,948)	\$ (10,410,149)	\$ 1,190,374

The Lakes Region Mental Health Center, Inc. ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES For the Year Ended June 30, 2018

	Receivable			
	(Deferred			Receivable
	Income)	BBH		(Deferred
	From	Revenues		Income)
	ввн	Per Audited		From
	Beginning	Financial	Receipts	BBH
	of Year	Statements	for Year	End of Year
CONTRACT YEAR, June 30, 2018	\$ 10,370	\$ 320,087	\$ (329,049)	\$ 1,408
CONTINUO TENIN, CONC. CO., 2010	• 10,010	* ***********************************	* (*=*12.12)	+ 1,110

Analysis of Receipts Date of Receipt

Deposit Date	Amount
07/03/17	\$ 455
07/13/17	7,881
07/21/17	8,887
08/18/17	43,576
08/21/17	5,206
08/25/17	7,848
09/22/17	68,138
10/04/17	150
10/13/17	59,899
12/08/17	57,912
12/13/17	484
01/19/18	78,288
01/24/18	12,655
01/26/18	24,447
02/13/18	7,960
04/05/18	15,695
04/23/18	111
04/23/18	7,848
05/10/18	74
05/18/18	7,848
06/01/18	1,769
06/21/18	74
06/22/18	7,848
06/29/18	30,618
Less: Federal Monles	(126,622)
	\$ 329,049

The Lakes Region Mental Health Center. Inc. STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES For the Year Ended June 30, 2018

								Housing	Services		Non BBH
	Total		Totai		Multi		Emergency	Apts. S.L.	Apts. S.L.	Non	Funded
	Agency	Admin.	Programs	Children	-Service	ACT	Services	Summer	McGrath_	Eligible	Programs
Program Service Fees:							* 40.07B	•	\$ -	\$ 58,638	• .
Net Client Fee	\$ 162,675	s -				-		a -		124,728	
Blue Cross/Blue Shield	362,322	•	362.322	77,649	89,240	1,678	69,027	-	-	79,593	-
Medicaid	9.371,214	-	9,371,214	3,610,859	4,891,747	559,520	229,495	•		59.565	•
Medicare	661,655	-	661,655	109	578,414	23,084	483	•	-	113,772	-
Other Insurance	365,057	-	365,057	53,024	117,324	2,997	77,940	-	-	113,772	•
Program Sales:										4 507	990,570
Service	1,136,852	100	1,136, 75 2	61,737	75.538	-	7.400	-	-	1,507	990,570
Public Support - Other:											
United Way	1,188	1,188		-	-	-	-	-	-		-
Local/County Government	23.000	•	23.000	-	-	•		-	-	23,000	-
Donations/Contributions	25.329	25,339	(10)		(10)	-	-	-	-	•	•
Other Public Support	596,564	566.256	30,308	15.542	14,766	-	•	-	-	-	-
Div. Voc. Rehab.	150	-	150	-	150	-	•	-	-	-	•
Div. Alc/Drug Abuse Prev & Recovery	2.500	220	2,280	480	960	295	545	-		-	-
Federal Funding:											
HUD Grant	121,228	-	121,228	-	-	•	-	28,857	92,371	-	-
Other Federal Grants	388,493	1,346	387,147		-	-	-	-		•	387,147
Rental Income	87,536	3,992	83,544	1,230	3,718	343	-	38,276	39,634	•	343
DBH & DS:											
Community Mental Health	319,681		319,681	399	112	225,000	94,170		-	•	•
DCYF	406		406	406		-	-	-	-	-	•
Interest Income	632	632	-	-			-	-	-	-	•
Other Revenues	137,564	132,577	4,987	450	3,871	48	. 88	-	-	530	-
20101-10-01-10-0	13,764,046	731,650	13.032,396	3,840,144	5,848,186	813,309				461,333	1,378,060
Administration		(731,650)	731,650	215,589	328,322	45,660	27,634	3.769	7,411	25,899	77,366
TOTAL PUBLIC SUPPORT AND											
REVENUES	5 13,764,046	<u>\$</u>	\$ 13,764 <u>.046</u>	\$ 4,055,733	<u>\$ 6,176.508</u>	\$ 858,969	\$ 519,860	\$ 70.902	\$ 139,416	\$ 487,232	<u>\$ 1.455,426</u>

The Lakes Region Mental Heeth Center, Inc. STATEMENT OF FUNCTIONAL EXPENSES For the Year Ended June 30, 2018

				NI OF FUNCTI		a					
			Forth	ne Year Ended Jo	une 30, 2018			Housing :	Services		Non BBH
	Total		Total				Emergency	Apts S L	Apts. S L.		Funded
	Agency	Administration	Programs	Children	Multi-Service	ACT	Services	Summer	McGrath	Non-Eligible	Programs
Personnel Costs:											\$ 795,014
Salary and wages	\$ 8,260,639	\$ 676,397	\$ 7,584,242		\$ 3,331,276						151,584
Employee benefits	1,927.645	144,645	1 783,000	410,667	769,806	171,058	150 078	452	939	128.418 32,459	41,225
Payroll Taxes	571.692	48,271	523,421	110,151	239,650	48,788	46 070	2,577	4,501	32,408	13
Substitute Staff	72,637	9,786	62,851		47,074	15,764		-	-	-	13
PROFESSIONAL FEES AND CONSULTANTS:											
Accounting/audit fees	60.155	60,155		-			-	-		-	
Legal fees	9,317	6,610	2,507		2,507	-	-	•	-		16,364
Other professional fees	74,974	30,916	44,056	393	5 13	26,798		-	-	•	10,504
Staff Devel, & Training:										28	26
Journals & publications	3,043	66	2,957	286	2,527	49	41		•	34	50
In-Service training	2,933	29	7,904	480	1,995	181	164		•	556	12,890
Conferences & conventions	68,591	7,608	60,983	11.129	30 186	1,995	4,125	-		64	2,341
Other staff development	37,393	3,457	33,936	5,393	16,713	6,119	3,306	-	•	04	2,041
Occupancy costs:										2.54	2,817
Rent	118,844	25 307	93,537	31,655	50,133	1,579	1,202		-	8.151 60	∠,e⊤r 795
Mortgage (Interest)	99,046	82,122	16,924	728	14,125	976	242				793
Heating Costs	42,234	7.915	34.319	8,627	7,953	800	202	8,440	7,040	484	2.382
Other Utilities	96,628	13,386	83,242	19,235	31,176	1.936		12,595	14,678	1,040	3,794
Maintenance & repairs	115,196	11,269	103,927	37,957	38,768	4,579	685	6,167	11,312	666	3,194
Taxea	27,873	21,873	-	•	-	-		-	-		-
Consumable Supplies.										700	4 000
Office	32,465	6,811	25,654	7,409	13 524	1,659	1,213			760	1,089
Building/household	32.984	4,372	28,612	5,924	10.682	1,895	1,488	496	6,715	422	800
Medical	8,789	-	8,789	182	760	2/9	63	-	•	14	7,491
Other	126,329	7,049	119,279	30,137	60,086	11,324	10,077			2,496	5,159 2,985
Depreciation-Equipment	63,339	7.916	55,423	11,403	29.809	2,590	1,646	1,603	4 037	1,320	
Depresation-Building	164,814	42,521	122 293	29,559	34,703	6,375	. 4	15,685	30 316	876	4 575 801
Equipment rental	22,419	3,695	18 524	6,748	8,533	757	719		-	956	
Equipment maintenance	39,514	2,268	37.246	9.142	17,935	3 166	2,814	691	1,545	839	1,114 1,598
Advertising	80.133	33,146	48.987	11,898	24,215	4.011	4,331	•		934	1,386
Printing	563	34	529	135	270	51	45			11	
Telephone/communications	293,996	17,741	276,255	84,379	131,720	10,721	22,891	3,354	86	14,565	8,539 424
Postage/shipping	14,212	803	13,409	3,653	6,911	1,074	955	•	•	392	424
Transportation.										E47	0.244
Staff	193,447	1,009	102,438	52,760	111,221	22,601	2 695	115	115	517	2,214
Clients	9,858	-	9,858		9,658	-	-		-	-	•
Assist to Individuals:									***		4,934
Client services	56,235	•	58,235	26,492	26,427	-	-	43	339	•	4,834
Insurance										601	3.801
Majpractice/bonding	54,454	13,735	40,719	9.870	18,980	5,134	2,433				3.601
Vehicles	3,602	149	3,453	484	2,233	134	108	208	208	33	
Comp. Property/liability	30,031	3,444	26,587	8 618	12,560	1.583	1,148	1,559	1,532	500 7	
Membership Dues	38,103	2,062	36,041	85	265	32	28				
Other Expenditures	154,973	113,353	41,620	6,136	10,580	1,373	1,178	9.811	11,025	453	1,064
Interest Expense	5,392	5,392				.					4.413.051
	13.016,491	1,421,732	11,594,759	2,485,162	5,115,876	1.058,070	897,901	98,450	148,180 18,170	676,069 83,143	
Admin Allocation		(1,421 /32)	1,421,732	304,727	627,300	129,739	110,089	12 074	10,170	03.143	150,400
								\$ 110 524	\$ 188,350	\$ 761,212	\$ 1,249,531
TOTAL PROGRAM EXPENSES	\$13,016,491	<u> </u>	\$ 13,018.491	\$ 2 789,869	\$ 5,743,176	<u>\$ 1.187,809</u>	\$ 1,008,000	110 324	4 100,000	V 101,E1E	- 1,245,351



Board of Directors Listing May, 2019

Jannine Sutcliffe	President
Deborah Pendergast	Vice President
Matt Soza	Co-Treasurer
Edward McFarland	Co-Treasurer
Susan Stearns	Secretary
Marsha Bourdon	Member at Large
Gail Mears	Member at Large
Carol Pierce	Member at Large
Seifu Ragassa	Member at Large
Cinda Shepard	Member at Large
Kim Sperry	Member at Large
James Stapp	Member at Large
Rev. Judith Wright	Member at Large
RickWyman	Member at Large

Respect

Advocacy

Integrity

Stewardship

Excellence

Margaret M. Pritchard, BS, MS

4 Fisher Avenue, Boscawen, NH 03303 Tel: 603-753-9883 Cell: 603-630-7175

mpritchard@genesisbh.org pritchrite@aol.com

Objective: Promoting the expansion and integration of health care in New Hampshire

Lakes Region Mental Health Center, Laconia, NH

2007-Present

Chief Executive Officer

LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a \$13 million dollar budget.

- o Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- Responsible for all contract development and negotiations
- o Ensures a successful, client-oriented community mental health organization
- Has oversight responsibility for the financial viability and legal obligations of LRMHC
- o Organizational strategy and planning with senior leadership and board of directors
- o Lead advocate for federal and state legislation, company spokesperson
- SAMSHA Grant integrated care established in partnership with two local FQHC(s)
- Oversaw \$5.1 million dollar purchase and renovation of facility

Community Partners, Dover

2001-2007

Chief Operating Officer

Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young children with developmental disabilities.

- Implemented and maintained a cohesive corporate identity between two previously separate organizations
- o Responsible for incorporating \$7 million dollar CMHC operations into an existing developmental services agency
- o Establish and monitor revenue projects for all mental health services
- Clinical oversight of all medical and psychiatric services

Genesis Behavioral Health, Laconia, NH (Known now as LRMHC - see above)

2000-2001

Director, Clinical Operations

- Established multidisciplinary teams and set standards of care
- Monitored contractor agreements and MOU(s)
- Established revenue projections for \$5 million dollar operation
- Supervised all clinical directors and program development
- Served on community boards and committees
- o Recruitment of medical staff

Riverbend Community Mental Health Center, Concord, NH

1994-2000

Director, Community Support Program

Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- o Established and ensured full range of services for adults with psychiatric disabilities
- o Developed programmatic policies and procedures with Quality Assurance Department
- Established productivity expectations consistent with budget target of approximately \$4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA. etc
- Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

Greater Manchester Mental Health Center, Manchester, NH

Director, Emergency Services

Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

- Managed the 24-hour emergency care and psychiatric assessments
- o Provided crisis intervention and emergency care to people in acute distress
- Recruited, trained and supervised department personnel
- o Liaison to local police, hospitals, homeless shelters and refugee centers

Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program

1982-1985

- Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- Screened and assessed patients for appropriate services and placement
- Liaison with local housing authority and police
- Wrote and implemented residential service plans for 40 psychiatrically disabled adults

Community Council of Nashua, Nashua, NH

1989-1992

Director, Community Education (Known now as The Greater Nashua MHC & Community Council) Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created positon which focused on building community bridges with the organization.

- o Developed and implemented agency-wide staff development plan
- o Authored grants and responded to RFP's for special projects promoting education and prevention services
- o Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI

NE Non-Profit Housing, Manchester, NH

1986-1989

Social Worker

The agency mission was to develop and expand low income housing options in the greater Manchester area.

- Property management and general contractors for CDBH/"Mod Rehab" housing projects
- Co-authored grant for \$2.5 million dollar HUD grant for "Women in Transition"
- o Conducted housing inspections and worked with code department and local authority to assure compliance standards

Region IV Area Agency, Concord

1986

Case Manager

Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

o Developed and monitored treatment plans for 25 developmentally disabled adults

Henniker, NH New England College 1998-2000 Education:

MS Community Mental Health Counseling

Graduated NH Police Standards & Training 1996

Part-time Police Officer

SUNY Brockport Brockport, NY 1977-1981

BS Social Work

Granite State Critical Incident Street Management Vice President & Coordinator **Interests:**

Navigating Recovery of the Lakes Region - Board Member Community Health Services Network - Board President

Sunshine S. Fisk

EXPERIENCE

Lakes Region Community College

2015-Present

Laconia, NH

Chief Financial Officer

- Supervisory responsibility for Business Services and Stock Control
- Responsible for annual budget process for over 60 cost centers
- Instituted monthly financial reporting for leadership and quarterly reporting to College Advisory Board
- Presentations to college campus on the financial outlook and strategic financial initiatives
- Chair of Professional Development Committee

Riverbend Community Mental Health, Inc.

2005-2015

Concord, NH

Controller

- Supervisory responsibility (A/P, General Ledger & Cash)
- Responsible for General Ledger (2013) & Fixed Asset (2008) software conversions
- > State of New Hampshire, Concord Hospital and additional external reporting including bank covenants
- Detailed and extensive budgeting for over 17 Cost Centers and \$21 million
- Revenue forecast & strategic modeling for Managed Medicaid case rate implementation
- Annual audit coordination for three companies and 990/1065 Tax reporting review
- Internal Instructor for Beginner and Intermediate Excel
- Financial statements & Ad Hoc reporting for Board of Directors and Senior Management

Easter Seals New Hampshire, Inc.

2004-2005

Manchester, NH

Assistant Controller

- Grant Administration for several New Hampshire grants
- Consolidated Inter/Intra company Financial Statement preparation and analysis
- Tax Reporting, NH Charitable Trust Reports and Insurance Review
- Banking compliance, Debt Covenant Reporting and Banking Relations
- Quarterly and monthly Ad Hoc reporting for Board of Directors and Senior Management
- Responsible for department restructure, staffing, internal controls and supervising NH/VT/ME Accounting

General Growth Properties, Inc.

1998-2004

Chicago, Illinois

Senior Accountant-Natick Mall, Natick, Massachusetts

- Financial Statement preparation for over \$30 million in annual revenues
- > Forecasting, input and analysis for R24 budget used for SEC Reporting
- Monthly variance analysis of financial statements and occupancy levels for executive management
- > Saved company over \$50K annually through recovery analysis on tenant CAM & escrow accounts
- Supervisory responsibility (Cash, A/P, A/R & G/L)
- > Weekend Property Management Responsibility
- Internship Coordinator

Accountant I & II-Steeplegate Mall, Concord, New Hampshire

- Maintain the financial documentation of the mall gift certificate program
- Settlement reconciliations for tenant escrow accounts; taxes, utilities and other charges
- Assist in internal audits for Sarbanes-Oxley compliance and review annual tenant audits for billing
- Received a bonus for excellence in collections by decreasing receivables to less than .005

ADDITIONAL EXPERIENCE EDUCATION

Wil-Sun Fisk Properties, LLC

Tilton, New Hampshire

2009-Present

Owner

Master's of Business Administration

Southern New Hampshire University, Manchester, New Hampshire

Master's of Science Accounting

Southern New Hampshire University, Manchester, New Hampshire

COMPUTER SKILLS MEMBERSHIPS Excel, Solomon, Quicken/Quick Books Pro, Management Reports International (MRI), Power Point, JD Edwards, DYNA Budget Software, Depreciation Works, PeopleSoft, CMHC, Quantum and Icentrix Zonta Club of Concord, 2005 Concord Monitor Tilton-Northfield Town Crier Writer, Leadership Greater Concord Graduate & Steering Committee Member, Sanbornton Central School PTO, Tilton-Northfield Little League Treasurer

Vladimir Jelnov, MD

Phone: Home:

Cell:

Email:

Summary of expertise:

Fifteen years of clinical experience as a psychiatrist (Russia). Seven years of supervision, training and program coordination experience. Six years experience in USA (including four year residency program)

EDUCATION

<u>LBOOKIIOK</u>		
Novosibirsk State Medical Academy, Novosibirsk, Russia	Medical student	09 / 72 - 07 / 78
Novosibirsk State University, Novosibirsk, Russia	Psychology student	10 / 93 - 02 / 95
POSTGRADUATE TRAINING	<u>ì</u>	
Elmhurst Hospital Center, Mt. Sinai Medical school, NYC	Internship/ residency, psychiatry	07/03 - 07/07
Central Research Institute for Medical Doctors, S. Petersburg, Russia	Postdoctoral clinical training	09/84 - 12/84
State Psychiatric Institute, Moscow,	Postdoctoral clinical training	06/83 - 07/83
State Psychoneurologic Institute, S. Petersburg, Russia	Postdoctoral dissertation	08 / 84 - 05 / 85
HOSDITAL AND CLINIC APP	POINTMENTS	

HOSPITAL AND CLINIC APPOINTMENTS

-		
State Psychiatric Hospital, Novosibirsk, Russia	Attending Psychiatrist, short term inpatient	03/80 - 12/82
Novosibirsk City Hospital #2	Attending Psychiatrist; outpatient clinic	12/82-02/84
Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia	Part time, Attending Psychiatrist	3/82-10/84
Novosibirsk City Psychoneurological Dispensary	Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training &	02/84 - 12/87

education.

Novosibirsk Municipal Department of Mental Health	Senior Supervisor for Psychotherapy Division	02/84 - 12/87
Center for Psychological Help Novosibirsk	Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and education.	12/87 – 04/93
Private practice, Novosibirsk, Russia	Psychiatric drug therapy and individual and group psychotherapy for adults	10/90-3/93
State University, Novosibirsk, Russia	Assistant Professor; Mental Health setting: theory and practice	9/90-3/92
New Hope Guild Mental Health Center, NYC	Senior counselor	10/96-3/98
Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ	Clinical Director; clinical and administrative supervision for staff, program development, training and education	3/97- 6/03
Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ	Part time, Senior primary therapist	3/01-10/01
Coney Island Hospital, Brooklyn, NY	Attending psychiatrist; psychiatric emergency room	09/07-1/08
Jersey City Medical Center Jersey City, NJ	Attending psychiatrist, inpatient unit	11/07-present

THE LAKES REGION MENTAL HEALTH CENTER, INC.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Margaret Pritchard	Chief Executive Officer	\$157,000	40.47%	\$ 63,538
Sunshine Fisk	Chief Financial Officer	\$100,000	40.47%	\$ 40,470
Dr. Vladimir Jelnov	Medical Director	\$270,000	40.47%	\$109,269



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 June Gat C Approved

Date

Marn # /

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

His Excellency, Governor Christopher T. Sununu and His Honorable Council
Page 2 of 3

EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State
 regulations applicable to the State mental health system, including NH Administrative Rules
 He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and
 Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M
 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council
Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox Director

Approved by:

Jeffrey A. Meyers Commissioner

	Funds; 11.65% Fed	EAU OF MENTAL HEALTH SERVIC leral Funds; .15% Other	CFDA # FAIN	93.778 1705NH5MAP Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,24
2019	102/500731	Contracts for Program Services	TBD	379,24
2010	1023000101	Sub Total		758,49
West Central S	vcs, Inc., DBA West	Behavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,19
2019	102/500731	Contracts for Program Services	TBD	322,19
;	·. ·	Sub Total		644,38
		enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,11
2019	102/500731	Contracts for Program Services	TBD	328,11 656,23
		Sub Total		
Riverbend Com Fiscal Year	munity Mental Healt Class / Account	h, Inc. Class Title	Job Number	Vendor # 177192 Amount
2018	102/500731	Contracts for Program Services	TBD	381,65
2019	102/500731	Contracts for Program Services	TBD	381,65
2010	102/000701	Sub Total		763,30
Monadnock Far	mily Services			Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,59
2019	102/500731	Contracts for Program Services	TBD	357,59
2013	102/300/01	Sub Total		715,18
Community Co	uncil of Nashua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,79
2019	102/500731	Contracts for Program Services	TBD	1,183,79
		Sub Total		2,367,59
The Mental Hea	alth Center of Greate	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,82
2019	102/500731	Contracts for Program Services	TBD	1,646,82
-		Sub Total		3,293,65
Seacoast Ment	al Health Center, Inc).		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	746,76
2019	102/500731	Contracts for Program Services	TBD	746,76 1,493,53

Fiscal Year	Class / Account	Al Services of Strafford County, Inc. Di	BA Community	Vendor # 17727
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	TBD	313,
		Sub Total	TBD	313,
	·		<u> </u>	627,0
he Mental He	alth Center for South	hern New Hampshire DBA CLM Cente	er for Life	Vendor # 17411
mscar rear	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	350,
2019	102/500731	Contracts for Program Services	TBD	350,
· <u> </u>		Sub Total		701,
		SUB TOTAL		12,021,0
OF, HHS: BEH OATA COLLEC 00% Federal I orthern Huma	CTION Funds	1, HEALTH AND SOCIAL SERVICES DIV, BUREAU OF MENTAL HEALTI	H SERVICES, ME CFDA# FAIN	NTAL HEALTH N/A N/A
Fiscal Year	Class / Account	Class Till		Vendor # 17722:
2018	102/500731	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,0
	102/000701	Contracts for Program Services Sub Total	92204121	5,0
		Sub Total		10,0
est Central Sv	vcs, Inc., DBA West	Behavioral Health		V
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 17765
2018	102/500731	Contracts for Program Services	92204121	Amount
2019	102/500731	Contracts for Program Services	92204121	5,0
		Sub Total	02204121	5,0
			<u> </u>	<u> 10,0</u>
ie Lakes Regi	on Mental Health Ce	enter., Inc. DBA Genesis Behavioral F	lealth	Vendor # 15448(
riscai real	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,0
2019	102/500731	Contracts for Program Services	92204121	5,0
		Sub Total		10,0
			· · · · · · · · · · · · · · · · · · ·	10,0
verbena Comr	munity Mental Health			Vendor # 177192
iscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,0
	102/500731	Contracts for Program Services	92204121	5,0
2019		Sub Total		10,0
2019		Oub rotal		
· · · · · · · · · · · · · · · · · · ·	illy Services	Odb Total		<u>10,0</u>
nadnock Fam				
nadnock Fam	Class / Account	Class Title	Job Number	
nadnock Fam iscal Year 2018	Class / Account 102/500731	Class Title Contracts for Program Services	92204121	Vendor # 177510
nadnock Fam	Class / Account	Class Title Contracts for Program Services Contracts for Program Services		Vendor # 177510 Amount
nadnock Fam iscal Year 2018	Class / Account 102/500731	Class Title Contracts for Program Services	92204121	Vendor # 177510 Amount 5,0
nadnock Fam iscal Year 2018 2019	Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total	92204121 92204121	Vendor # 177510 Amount 5,0 5,0 10,0
nadnock Fam iscal Year 2018 2019	Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Co	92204121 92204121 enter at	Vendor # 177510 Amount 5,0 5,0 10,00 Vendor # 154112
nadnock Fam iscal Year 2018 2019 mmunity Cour	Class / Account 102/500731 102/500731 ncil of Nashua, NH D	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Contracts Class Title	92204121 92204121 enter at Job Number	Vendor # 177510 Amount 5,0 5,0 10,00 Vendor # 154112 Amount
onadnock Fam Fiscal Year 2018 2019	Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Co	92204121 92204121 enter at	Vendor # 177510 Amount 5,00 10,00 Vendor # 154112

The Mental Hea	alth Center of Greate	r Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	·	Sub Total		10,000
Seacoast Ment	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount

Class Title	Job Number	Am <u>ount</u>
Contracts for Program Services	92204121	5,000
Contracts for Program Services	92204121	5,000
Sub Total		10,000
	Contracts for Program Services Contracts for Program Services	Contracts for Program Services 92204121 Contracts for Program Services 92204121

Behavioral Hea	Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community			
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
-		Sub Total		10,000

The Mental Hea	The Mental Health Center for Southern New Hampshire DBA CLM Center for Life			Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000
		SUB TOTAL		100,000

100% Genera Northern Hum	in a brids	H DIV ,BUR FOR CHILDRENS BEHA	CFDA# FAIN	N/A N/A
Fiscal Year	Class / Account	Class Title		Vendor # 177222
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	4,00
	102/000/01	Sub Total	92102053	<u> </u>
<u> </u>	····			4,00
West Central	Svcs, Inc., DBA Wes	st Behavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
2019	102/500731	Contracts for Program Services	92102053	4,00
		Sub Total		4,00
The Lakes Re	gion Mental Health (Center., Inc. DBA Genesis Behavioral	I I IN	· · · · · · · · · · · · · · · · · · ·
Fiscal Year	Class / Account	Class Title		Vendor # 154480
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	<u> </u>
	1, 102,000,101	Sub Total	92102053	4,00
		Sub rotal		4,00
Riverbend Cor	nmunity Mental Heal	th, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	
2018	102/500731	Contracts for Program Services	92102053	Amount
2019	102/500731	Contracts for Program Services	92102053	4.00
		Sub Total	02102000	4,000
lonadnock Fa	mily Services		. <u> </u>	4,000
Fiscal Year	Class / Account	Class Title	T	Vendor # 177510
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	<u> </u>
<u> </u>	102/000101	Sub Total	92102053	4,000
	<u> </u>		<u> </u>	4,000
he Mental He	alth Center of Greate			Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000
oaccast Mant	al Usalib Caston to		+ -	7,000
Fiscal Year	al Health Center, Inc Class / Account			Vendor # 174089
2018	102/500731	Class Title	Job Number	Amount
2019		Contracts for Program Services	92102053	4,000
2010	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,000
ehavioral Hea	ith & Developmental	Services of Strafford County, Inc. DB	A Community	Vandor # 177070
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 177278
2018	102/500731	Contracts for Program Services	92102053	Amount
2019	102/500731	Contracts for Program Services		
	<u> </u>	Sub Total	92102053	4,000
	 	OGD TOTAL		4,000

i ne Mentai Hea	alth Center for South	ern New Hampshire DBA CLM Cente	er for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2018	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	7,00
	102/000101	Sub Total	52102033	4,00
		SUB TOTAL	-	36,000
		333.13.12	<u> </u>	
)5-95-42-4210°	10-2958, HEALTH A	ND SOCIAL SERVICES, HEALTH A	ND HUMAN SVC	S DEPT OF, HHS:
	•	ROTECTION, CHILD - FAMILY SER		
00% General	Funds	·	CFDA#	N/A
			FAIN	N/A
Vorthern Huma				Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	5,31
2019	550/500398	Contracts for Program Services	42105824	5,31
		Sub Total		10,62
Mart Cantral C	[max DD A 14/aa4	Data diagnal displifity		Vandaa# 177651
	vcs, Inc., DBA West Class / Account	Class Title	Job Number	Vendor # 177654
Fiscal Year			42105824	Amount
2018	550/500398	Contracts for Program Services Contracts for Program Services	42105824	1,77
2019	550/500398		42100024	
	ļ	Sub Total		3,54
he Lakes Red	ion Mental Health Ce	enter., Inc. DBA Genesis Behavioral I	-lealth	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
	1 000,000	Sub Total		3,54
			<u> </u>	
	munity Mental Healt		1	Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
		Sub Total	<u> </u>	3,54
	willy Condona			Vendor # 177510
Monadnock Fa		Class Title	Lob Number	
	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
		Sub Total		3,54
Community Co.	uncil of Nashua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
2013	1 220/200290	Sub Total	42100024	3,54
		Odd (Ottal	<u> </u>	1 0,01
	alth Center of Greate	······································		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	3,54
		Contracts for Descent Convince	42105824	3,54
2019	550/500398	Contracts for Program Services	42100024	3,04

Fiscal Year	tal Health Center, Inc.			Vendor # 174089
	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
i	<u> </u>	Sub Total		3,540
Behavioral He:	alth & Developments	I Consider of Chafferd County I. De		
Fiscal Year	Class / Account	Services of Strafford County, Inc. DE		Vendor # 177278
2018	550/500398	Class Title	Job Number	Amount
2019		Contracts for Program Services	42105824	1,770
2013	550/500398	Contracts for Program Services	42105824	1,770
· · · · · ·	<u> </u>	Sub Total		3,540
he Mental He	alth Center for South	nern New Hampshire DBA CLM Cente	r for Life	Vonder# 474440
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 174116 Amount
2018	550/500398	Contracts for Program Services	42105824	
2019	550/500398	Contracts for Program Services	42105824	1,770
	· · · · · · · · · · · · · · · · · · ·	Sub Total	42103024	1,770
	· ·	SUB TOTAL		3,540
	···	SOB TOTAL	<u> </u>	46,020
100% Federal	10-7926, HEALTH A ICES DIV, HOMELE Funds	SS & HOUSING, PATH GRANT	CFDA#	93.150
100% Federal	Funds	SS & HOUSING, PATH GRANT		93.150 SM016030-14
00% Federal Riverbend Com	Funds imunity Mental Healt	h, Inc.	CFDA# FAIN	93.150 SM016030-14 Vendor # 177192
00% Federal Riverbend Com	Funds imunity Mental Healt Class / Account	th, Inc. Class Title	CFDA # FAIN Job Number	93.150 SM016030-14 Vendor # 177192 Amount
00% Federal Riverbend Com Fiscal Year	Funds imunity Mental Healt Class / Account 102/500731	th, Inc. Class Title Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250
00% Federal Riverbend Com Fiscal Year 2018	Funds imunity Mental Healt Class / Account	th, Inc. Class Title Contracts for Program Services Contracts for Program Services	CFDA # FAIN Job Number	93.150 SM016030-14 Vendor # 177192 Amount 36,250 36,250
00% Federal Riverbend Com Fiscal Year 2018 2019	Funds Imunity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250
00% Federal Riverbend Com Fiscal Year 2018 2019	Funds Imunity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total	CFDA # FAIN Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 36,250
00% Federal Riverbend Com Fiscal Year 2018 2019 Tonadnock Fa Fiscal Year	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 milly Services Class / Account	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title	CFDA # FAIN Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510
00% Federal Riverbend Com Fiscal Year 2018 2019 Ionadnock Fa Fiscal Year 2018	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Class Title Contracts for Program Services	Job Number 42307150 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount
00% Federal Riverbend Com Fiscal Year 2018 2019 Tonadnock Fa	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 milly Services Class / Account	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000
00% Federal Riverbend Com Fiscal Year 2018 2019 Ionadnock Fa Fiscal Year 2018	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount
00% Federal Riverbend Com Fiscal Year 2018 2019 fonadnock Fa Fiscal Year 2018 2019	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000
Niverbend Com Fiscal Year 2018 2019 Ionadnock Far Fiscal Year 2018 2019 community Community Community	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112
00% Federal Riverbend Com Fiscal Year 2018 2019 fonadnock Fa Fiscal Year 2018 2019 community Cou	runds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount
00% Federal Riverbend Com Fiscal Year 2018 2019 Ronadnock Far Fiscal Year 2018 2019 Rommunity Courseled Fiscal Year 2018	runds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 Incil of Nashua, NH Class / Account 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300
00% Federal Riverbend Com Fiscal Year 2018 2019 fonadnock Fa Fiscal Year 2018 2019 ommunity Cou	runds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300 40,300
00% Federal Riverbend Com Fiscal Year 2018 2019 rionadnock Far Fiscal Year 2018 2019 ommunity Couries Fiscal Year 2018	runds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 Incil of Nashua, NH Class / Account 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300
00% Federal Riverbend Com Fiscal Year 2018 2019 fonadnock Far Fiscal Year 2018 2019 community Cou Fiscal Year 2018 2019	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300 40,300 80,600
iverbend Com Fiscal Year 2018 2019 fonadnock Fa Fiscal Year 2018 2019 community Cou Fiscal Year 2018 2019 community Cou Fiscal Year 2018 2019 he Mental Hea Fiscal Year	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 ith Center of Greate Class / Account	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number 42307150 42307150 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300 40,300 80,600 Vendor # 177184
Alverbend Com Fiscal Year 2018 2019 Monadnock Far Fiscal Year 2018 2019 Community Cour Fiscal Year 2018 2019 Community Cour Fiscal Year 2018 2019	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number 42307150	93.150 SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300 40,300 80,600

Sub Total

80,242

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total	1,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	50,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life			Vendor # 174116	
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	29,500
2019	102/500731	Contracts for Program Services	42307150	29,500
		Sub Total		59,000
		SUB TOTAL	<u></u> .	416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

				74.144.77 77 7000
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL	*-	140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

100% Federal Funds

CFDA# FAIN

93.043

Seacoast Mental Health Center, Inc.

IN 17AANHT3PH Vendor # 174089

				VOLIGOT IF TI TOOO
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	48108462	35,000
2019	102/500731	Contracts for Program Services	48108462	35,000
		SUB TOTAL		70,000
	_	TOTAL		12,829,412

1779

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location	
Northern Human Services	Conway	
West Central Services	Collway	
DBA West Central Behavioral Health	Lebanon	
The Lakes Region Mental Health Center, Inc.	Laconia	
DBA Genesis Behavioral Health	Lacoma	
Riverbend Community Mental Health, Inc.	Concord	
Monadnock Family Services	Keene	
Community Council of Nashua, NH, DBA Greater Nashua	Attono	
Mental Health Center at Community Council	Nashua	
The Mental Health Center of Greater Manchester, Inc.	Manchester	
Seacoast Mental Health Center, Inc.	Portsmouth	
Behavioral Health & Development Svs of Strafford County,	Totisinoutii	
Inc., DBA Community Partners of Strafford County	Dover	
The Mental Health Center for Southern New Hampshire, DBA	<u> </u>	
CLM Center for Life Management	Derry	

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-03)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name		1.2 State 4 4.11		
Department of Health and Hum	ian Services	1.2 State Agency Address		
Division for Behavioral Health	50771003	129 Pleasant Street		
		Concord, NH 03301-3857		
1.3 Contractor Name				
The Lakes Region Mental Heal	th Conton In	1.4 Contractor Address		
DBA Genesis Behavioral Healt	in Center, Inc.	111 Church Street		
DBA Ochesis Bellavioral Healt	n	Laconia, NH 03246		
15.0	·			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number	05-95-92-922010-[4117, 4121,		1.0 Thee Elimitation	
603-524-1100	2053]	June 30, 2019	\$672.77A	
<u> </u>	05-95-42-421010-2958	3416 30, 2019	\$673,770	
1.9 Contracting Officer for Sta	te Agency	1.10 State A T. 1 - 1		
Jonathan V. Gallo, Esq., Interim	Director	1.10 State Agency Telephone N	umber	
,, q.,	Director	603-271-9246		
1.11 Contractor Signature	Λ ————	1.12 Name and Title of Contract	tor Cionatoni	
•	()	Manage of the TD	tol Signatory	
margarethe	Literard	Margaret M. Pr. + Executive Director	enard	
		Executive Director	_	
1.13 Acknowledgement: State	of New , County of B			
	Hampshire	eknap		
On June 8, 2017 before	the undersianed officer			
	e the undersigned officer, personall	y appeared the person identified in	block 1.12, or satisfactorily	
indicated in block 1.12.	ame is signed in block 1.11, and ac	knowledged that s/he executed this	s document in the capacity	
			. ,	
1.13.1 Signature of Notary Pub.	lic or Justice of the Peace		<u></u>	
[Seal] James H	MULL			
Seal				
1.13.2 Name and Title of Notar	y or Justice of the Peace			
DOWN H. Lac				
	TOTARY			
1.14 State Agency Signature		1.15 Non IT'-1 CG		
		1.15 Name and Title of State Ag	gency Signatory	
710	Date: 4(9/17)			
1.16 Approval by the N.H. Deny	Date: - ()			
Tapprovide by the 14.11. Depa	artificial of Administration, Division	n of Personnel (if applicable)		
Ву:			!	
By.		Director, On:		
1.17			ı	
1.1/ Approval by the Attorney (General (Form, Substance and Exec	cution) (if applicable)		
	2 7	, , , , , , , , ,	J	
By: //a	<i>7_2</i>	On: 6/13/2017		
/////////////////////////////////				
1.18 Approval by the Governor:	and Executive Council (if applicate	h/a)		
	and a council to applicat	nej		
Ву:		0		
·	•	On:		

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination, 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

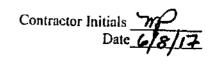
12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A



SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.

it A Contractor Initials: ______

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Exhibit A

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Exhibit A

- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

Contractor Initials: W/8/17

Exhibit A

- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

Contractor Initials: MP

Date: UB/17



Exhibit A

- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

Exhibit A



9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

Contractor Initials: 74

Date: 6/8/17

Exhibit A

11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1,2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
 - 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months.

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1, and/or 11.2.2, has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eliqible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2. above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable:
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. FI IMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications:
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1, The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

21.3. Activities that may be funded:

- 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines:
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
- 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
- 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database;
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

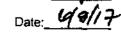
21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

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21,4,2,3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

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Exhibit A

23. REFUGEE INTERPRETER SERVICES

23.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.

24. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 24.1. DCYF funds shall be used by the Contractor to provide the following:
 - 24.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 24.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

25. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

25.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

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Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
- 2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA#:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

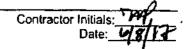




Exhibit B

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

9. Other Contract Programs:

9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Refugee Interpreter Services	\$ 5,000	\$ 5,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 94,170	\$ 94,170
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	*****	\$4,000
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Total	\$334,885	\$338,885

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

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Exhibit B

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for:

ACTIVITY	# OF UNITS/YR AND COST/UNIT	TOTAL
Coaching for Implementation Team & agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

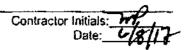


Exhibit B, Appendix 1

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Exhibit B. Appendix 1

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REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A. Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction. termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - **6.4.** The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

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- **7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- **6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - **8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - **8.1.3.** Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
 - **8.1.4.** Failure to either justify or correct material findings noted in a DHHS financial review:
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - **8.1.8.** Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - **8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12, before executing a subcontract or assignment;
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section 11:
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;

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Exhibit C-1 - Revisions to Standard Provisions

- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- **8.1.14.** Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- **8.1.16.** Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - **8.2.5.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - 8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - **8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133. Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

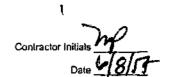
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- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - **9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.





- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12, of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

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Exhibit C-1 - Revisions to Standard Provisions

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- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - **14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services:
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment:
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

SS-2018-DBH-01-MENTA-03

Exhibit C-1 - Revisions to Standard Provisions

- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - 22.6.5. Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of lts disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials 74



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

Contractor Initials 749



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 1 of 2 Contractor Initiats 7/8/17

New Hampshire Department of Health and Human Services Exhibit D



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

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

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

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

Health Center, Tre, d/bla Genesis Behavioral
Health Center, Tre, d/bla Genesis Behavioral
Health
Margacelin Mutchard

Name: Margaret M. Pritzhara

<u> 10/8/17</u> Date

Exhibit D – Certification regarding Drug Free Workplace Requirements
Page 2 of 2

Contractor initials Date 6/8/17

New Hampshire Department of Health and Human Services 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

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

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

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

Contractor Name The Lakes Region Mental Health Center, Ing a/bla Genesis Behavioral

6/8/17

lame Margaret M. Mitchard

Title Executive Director

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 4/17

CU/DHHS/110713

Page 1 of 1

New Hampshire Department of Health and Human Services 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

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 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

Contractor Initials ______

New Hampshire Department of Health and Human Services Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The Lakes Region Mentus Hearth Center, Inc, a/b/a Genesis Behavioral

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials Certification of Comptiance with requirements pertaining to Federal Mondiscrimination, Equal Treatment of Fauth-Based Organizations



New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name: The Lakes Region Mental
Health Center, Inc., d/b/a Gencsis Behavioral
Health
Macqueller Authora
Name: Margaret M. Pritchara
Title: Executive Director

New Hampshire Department of Health and Human Services 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.

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Contractor Initials 7



HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>*Covered Entity*</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" 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.
- "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6 Contractor Initials 4/8/17

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

(2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initials W

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

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- (3) Obligations and Activities of Business Associate.
- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made:
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

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

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

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Exhibit I Health Insurance Portability Act Business Associale Agreement Page 3 of 6 Date 6/8/17



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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initials

Date 6/8/17



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

(4) Obligations of Covered Entity

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

(5) <u>Termination for Cause</u>

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

(6) Miscellaneous

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. 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.
- 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I
Health insurance Portability Act
Business Associate Agreement
Page 5 of 6

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Date 48/7



- e. <u>Segregation</u>. 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. <u>Survival.</u> Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	The Lates Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health
The State	Name of the Contractor ,
Signature of Authorized Representative	Signatural of Authorized Representative
Kalja S. Fox	Margaret M. Pritzhard
Name of Authorized Representative	Name of Authorized Representative
Director	Executive Directiv
Title of Authorized Representative	Title of Authorized Representative
(Le(9) 17) Date	<u> 6/8/17</u> Date

New Hampshire Department of Health and Human Services 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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

> Contractor Name: The Lakes Region Mental Health Center, Into d/bla Genesis Behaviorel Health

Title:

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Contractor Initia

New Hampshire Department of Health and Human Services 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:	101410652	
2.	receive (1) 80 percent or more of your loans, grants, sub-grants, and/or coop	ceding completed fiscal year, did your business or organization rannual gross revenue in U.S. federal contracts, subcontracts, perative agreements; and (2) \$25,000,000 or more in annual tracts, subcontracts, loans, grants, subgrants, and/or	
	XNO	_YES	
	If the answer to #2 above is NO, stop	here	
	If the answer to #2 above is YES, plea	se answer the following:	
 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 Secur Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code 1986? 			
	NO	YES	
	If the answer to #3 above is YES, stop	here	
	If the answer to #3 above is NO, pleas	e 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	

State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Riverbend Community Mental Health Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 3 North Main Street, Concord NH 03302-2032.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1.810,770.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.

This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

Riverband Community Mental Health Inc.

5 23 19 Date

Name: Katja Fox Title: Director

5/20/19

Name: Peter Evers Title: President & CED

Acknowledgement of Contractor's signature:

State of New Homoshill. County of Memmula on Managed, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

And real Brandon Senior Executive Assistant Name and Title of Notary or Justice of the Peace

My Commission Expires: October 21, 2020



The preceding Amendment, execution.	having been reviewed by this office, is approved as to form, substance, and
	OFFICE OF THE ATTORNEY GENERAL
6/2/2019	Many J. D.
Date	Name: Wancy T. Sm. In Title: Sr. Asst. Hotybanal
I hereby certify that the fore the State of New Hampshire	going Amendment was approved by the Governor and Executive Council of e at the Meeting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE

Name:

Title:

Date



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 4. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.



Exhibit A Amendment #1

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.
- 3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)
 - 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff

Contractor Initials

Date: 5:20-5



Exhibit A Amendment #1

- to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. CHILD AND YOUTH BASED PROGRAMMING AND TEAM BASED APPROACHES INCLUDING WRAPAROUND SERVICES

- 4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment or other approved assessment tool to determine who will most benefit from Children's Team Based services.
- 4.2. The Contractor shall provide intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to the following groups:
 - 4.2.1. Children who also have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis.
 - 4.2.2. Children who are at risk for residential placement.
 - 4.2.3. Children who present with significant ongoing difficulties at school.
 - 4.2.4. Children who are at risk of interaction with law enforcement.
- 4.3. The contractor may provide NH Wraparound as part of the children's team based approach.
 - 4.3.1. When the contractor is providing NH Wraparound, the contractor shall be enrolled as a provider for NH Wraparound and will bill the Medicaid benefit for that service.
 - 4.3.2. All children served with NH Wraparound must meet eligibility for the FAST Forward Medicaid benefit.
 - 4.3.3. The contractor shall ensure that the NH Wraparound model is implemented with fidelity.
- 4.4. The Contractor shall provide Children's team-based services through a full array of services as defined in Administrative Rule He-M 426, which include but are not limited to:
 - 4.4.1. Functional Support Services (FSS).
 - 4.4.2. Individual and family therapy.
 - 4.4.3. Medication services.
 - 4.4.4. Targeted case management (TCM) services.
 - 4.4.5. Supported education.





Exhibit A Amendment #1

- 4.5. The Contractor shall provide services in accordance with the plan of care developed with the family and youth, for each eligible individual, as defined in Administrative Rule He-M 426, and shall provide more intensive services for the first twelve (12) weeks of enrollment.
- 4.6. Based on initial assessment indicators that the Contractor shall further assess adolescent substance use using one or more of the following tools:
 - 4.6.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.
 - 4.6.2. The Global Appraisal of Individual Needs Short Screener (GAIN-SS) used by school based clinicians for clients referred for substance misuse.
- 4.7. The Contractor shall provide Children's Team Based services that include an array of community mental health services with teams that oversee other community and natural supports in order to most effectively support the child and the family in the community in a culturally competent manner.
- 4.8. The Contractor shall conduct Children's Team meetings for communicating client and family needs and discussing client progress as frequently as indicated by the care plan.

5. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 5.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 5.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

6. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 6.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

7. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 7.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 7.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.

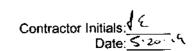




Exhibit A Amendment #1

- 7.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.
- 7.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 7.1.3.1. Medication-related services,
 - 7.1.3.2. Case management services
 - 7.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 7.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 7.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 7.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 7.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

8. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 8.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 8.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 8.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team



Exhibit A Amendment #1

including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.

- 8.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 8.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 8.1.3.2. Implement the solutions within forty-five (45) days.
- 8.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 8.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 8.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 8.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 8.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 8.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 8.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the

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Exhibit A Amendment #1

exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual has relocated out of the Contractor's designated community mental health region

8.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

9. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 9.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 9.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 9.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 9.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 9.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 9.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 9,3,2.2. Implement such solutions within 45 days.
 - 9.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

10. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.

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- 10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 10.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 10.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 10.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 10.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.





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11. COORDINATED CARE AND INTEGRATED TREATMENT

11.1. PRIMARY CARE

- 11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 11.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 11.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

11.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRALUSE

- 11.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 11.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 11.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
- 11.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 11.2.2.1. Assertive engagement.
 - 11.2.2.2. Motivational interviewing,
 - 11.2.2.3. Medications for substance use disorders.
 - 11.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 11.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New



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Hampshire system of care, and shall ensure linkage to and coordination with such resources.

11.3. AREA AGENCIES

- 11.3.1. The Contractor shall use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 11.3.1.1. Services for those dually eligible for both organizations.
 - 11.3.1.2. Transition plans for youth leaving children's services.
 - 11.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 11.3.1.4. A process for assessing individuals leaving NHH.
 - 11.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 11.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

11.4. PEER SUPPORTS

- 11.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 11.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 11.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 11.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

11.5. TRANSITION OF CARE WITH MCO's

11.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit

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- the contractor from notifying individuals of its participation with a managed care plan.
- 11.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 11.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

12. CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 12.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 12.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 12.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 12.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 12.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 12.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 12.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
 - 12.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
 - 12.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.



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- 12.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.
- 12.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 13.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 13.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

14. APPLICATION FOR OTHER SERVICES

14.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

15. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

15.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16. QUALITY IMPROVEMENT

- 16.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 16.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 16.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 16.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 16.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.



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16.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

17. MAINTENANCE OF FISCAL INTEGRITY

- 17.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 17.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 17.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 17.3.1. Days of Cash on Hand:
 - 17.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 17.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

17.3.2. Current Ratio:

- 17.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 17.3.2.2. Formula: Total current assets divided by total current liabilities.
- 17.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

17.3.3. Debt Service Coverage Ratio:

- 17.3.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 17.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 17.3.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 17.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).

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- 17.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 17.3.4. Net Assets to Total Assets:
 - 17.3.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 17.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
 - 17.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
 - 17.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
 - 17.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 17.4. In the event that the Contractor does not meet either:
 - 17.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 17.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 17.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 17.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.
 - 17.4.2.3. The Department may request additional information to assure continued access to services.
 - 17.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 17.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 17.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 17.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.

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17.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

18. REDUCTION OR SUSPENSION OF FUNDING

- 18.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 18.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - 18.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - 18.2.2. Emergency services to all individuals;
 - 18.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
 - 18.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

19. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 19.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 19.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 19.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

20. DATA REPORTING

- 20.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 20.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 20.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all



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- encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 20.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 20.5. General requirements for the Phoenix system are as follows:
 - 20.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 20.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - 20.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
 - 20.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - 20.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
 - 20.5.5.1. All data is formatted in accordance with the file specifications;
 - 20.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 20.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
 - 20.5.6. The Contractor shall meet the following standards:
 - 20.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 20.5.6.2. Completeness: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
 - 20.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
 - 20.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being



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waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 21.2. Activities that may be funded:
 - 21.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 21.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 21.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 21.2.1.3. Software and/or training purchased to improve data collection.
 - 21.2.1.4. Staff training for collecting new data elements.
 - 21.2.1.5. Developing any other BMHS-requested data reporting system.
- 21.3. Other conditions for payment:
 - 21.3.1. Progress Reports from the Contractor shall:
 - 21.3.1.1. Outline activities related to Phoenix database;
 - 21.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.3.1.3. Include progress to meet anticipated deadlines as specified.

22. PATH SERVICES

- 22.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder, which shall include, but are not limited to:
 - 22.1.1. Outreach.
 - 22.1.2. Screening and diagnostic treatment.
 - 22.1.3. Staff training
 - 22.1.4. Case management.
- 22.2. PATH case management services shall include; but are not limited to:
 - 22.2.1. Providing assistance to eligible homeless individuals in obtaining and coordinating services, including referrals for primary health care.





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- 22.2.2. Providing assistance for eligible individuals in obtaining income support services, including, but not limited to:
 - 22.2.2.1. Housing assistance.
 - 22.2.2.2. Food stamps.
- 22.2.3. Supplementary security income benefits.
- 22.3. The Contractor shall acknowledge that provision of PATH outreach services may require a lengthy engagement process and that eligible individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities.
- 22.4. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 22.5. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services, and shall provide housing supports as determined by the Department.
- 22.6. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 22.7. The Contractor shall 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 New Hampshire Homeless Management Information System 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.
- 22.8. Failure to submit the above reports or enter data into HMIS in a timely manner could result in delay or withholding of reimbursements until such reports are received or data entries are confirmed by the Department.
- 22.9. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals.
- 22.10. The Contractor shall ensure that each PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 22.11.As part of the PATH outreach process, the designated PATH worker shall assess each individual for immediacy of needs, and continue to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.
- 22.12. The Department reserves the option to observe PATH performance, activities and documents under this Agreement; however, these activities may not unreasonably interfere with contractor performance
- 22.13. The Contractor shall inform BHHS of any staffing changes.



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- 22.14. The Contractor shall retain all records 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 there from are resolved, whichever is later.
- 22.15. The Department reserves the right to make changes to the contract service that do not affect its scope, duration, or financial limitations upon agreement between the Contractor and the Department.

23. REFUGEE INTERPRETER SERVICES

23.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.

24. HOUSING SUPPORT SERVICES

- 24.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 24.2 The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

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Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93.778

Federal Agency:

US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

CFDA: #93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH)

FAIN:

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.

Contractor Initials: Date: 5-20-19



Exhibit B Amendment #1

8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent	
0-7 minutes	0 units	
8-22 minutes	1 unit	
23-37 minutes	2 units	
38-52 minutes	3 units	
53-60 minutes	4 units	

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY19 Amount	SFY20 Amount	SFY21 Amount
Div. for Children Youth and Families (DCYF) Consultation (BCBH)	\$1,770	\$1,770	\$1,770
Emergency Services	\$7,708	\$7,708	\$7,708
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000	\$225,000
ACT Enhancement Payment – Adults	\$25,000		
Child and Youth Based Programming and Team Based Approaches (BCBH)	\$140,000	\$140,000	\$140,000
Behavioral Health Services Information System (BHSIS)	\$5,000	\$5,000	\$5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) (BCBH)	\$4,000	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW) (BCBH)	\$3,945	\$6,000	\$6,000
PATH Provider (BHS Funding)	\$36,250	\$38,234	\$38,234
Housing Bridge Start Up Funding	\$25,000		<u> </u>
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Refugee Interpreter Services	\$5,000	\$5,000	\$5,000
Total	\$518,673	\$433,712	\$433,712

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.

Contractor Initials: \\\
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Exhibit B Amendment #1

- 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF)..
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults</u>): The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL COST
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$225,000
	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5,000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 or 20 Fidelity Review.	
ACT Enhancements	 Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or Responsibility for crisis services. 	\$25,000

- 9.7. Child and Youth Based Programming and Team Based Approaches funding to support programming specified in Exhibit A.
- 9.8. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.

Contractor Initials: 12



Exhibit B Amendment #1

9.9. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST
2020	\$2,500	\$250/Person X 10 People = \$2,500	\$5,000
2021	\$2,500	\$250/Person X 10 People = \$2,500	\$5,000

- 9.10. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.11. PATH Funding: Subject to change based on performance standards, HMIS compliance, SAMHSA requirements, and PATH grant requirements as outlined in Exhibit A, PATH Services.
- 9.12. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving supported housing services in catchment area as defined in Exhibit A	One time payment	\$10,000

- 9.13. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.14. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.
- 9.15. Refugee Interpreter Services: Funding to support interpreter services outlined in Exhibit A.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Riverbend Community Mental Health, Inc. SS-2018-DBH-01-MENTA-04

Contractor Initials: <u>パター</u> Date: ちょ2。

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62509

Certificate Number: 0004487060



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, do hereby certify that:
1. I am the duly elected Assistant Board Secretary of <u>Riverbend Community Mental Health, Inc.</u>
 The following are true copies of the resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on <u>February 28, 2019</u>.
RESOLVED: That the <u>President and/or Treasure</u> is hereby 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 he/she may deem necessary, desirable or appropriate.
The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the day of many, 2019.
as of the <u>20th</u> day of <u>Maly</u> , 2019. 4. And ea <u>Dreauton</u> is duly elected <u>Ast</u> band of the Corporation. Secretary
Signature of Assistant Secretary
State of New Hampshire County of Merimack
The forgoing instrument was acknowledged before me this 20 day of May, 2019 by Andrea D. Beaudoin.

(NOTARY SEMI)

Commission Expires: KELLY D. MOORE, Justice of the Peace

State of New Hampshire

My Commission Expires December 20, 2022

(Notary Public/Justice of the Peace)

Client#: 1364844

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CERTIFICATE OF LIARII ITY INSURANCE

DATE (MICOMYY)

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į	Concord, NH 03302			MOUNTER É :			
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ÇER	ITIFICATE HOLDER			CANCELLATION			
	NH DHHS 129 Pleasant Street			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
	Concord, NH 03301			AUTHORIZED REPRESEN	TATIVE		
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CERTIFICATE OF LIABILITY INSURANCE

11/06/2018

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 POLICES 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(les) must have ADDITIONAL INSURED provisions or 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). CONTACT Mary Ellen Snell, CIC AC, Not (603) 225-7935 Davis & Towie Morrill & Evereti, Inc. 115 Airport Roed Concord, NH 93301 AC, No. East (603) 715-0754 m. menell@davistowie.com MAIC # **BIGURBRIS AFFORDISS COVERAGE** PROURTA: A.I.M Mutual Insurance Compony MALESTE S: Riverbend Community Mental Health Inc . . . cio Angela Greene PO Box 2032 BULLBER D : DESCRIPTION E : Concord, NH 03302 NUMBER F: REVISION NUMBER: CERTIFICATE NUMBER: **COYERAGES** 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 CLAMS. POLICY ATT 2 Marrie POLICY NUMBER TYPE OF BISURANCE EACH OCCURRENCE RCIAL GENERAL LIABILITY CLAMIS-MADE OCCUR MED EXP (Any one nemon) PERSONAL & ADV INJURY GENERAL AGGREGATE GENTL AGGREGATE LIMIT APPLIES PER PRODUCTS - COMPIOP AGG ______Loc POLICY COMMED SINGLE LIMIT OTHER AUTOMOBILE LIABILITY BODELY INJURY (Per person) ANY AUTO RODELY INLERTY (Per accident) PROPERTY DAMAGE (Per aggister) SCHEDULED AUTOS ALTOE ONLY NONE PARKET が記 ONLY EACH OCCURRENCE INSTRUCTION LIAB OCCUR AGGREGATE CLAMS-MADE **EXCESS LIAB** RETENTIONS DED X PERTUTE WORKERS COMPENSATION 1.000.000 10/01/2018 | 10/01/2019 MAY PROPRIETOR PARTNER EXECUTIVE N ECC60040001272018A EL EACH ACCIDENT 1.000.000 NI A E L. DISEASE - EA EMPLOYEE \$ 1.000.000 E.L. DISEASE - POLICY LIMIT yes, describe under ESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. State of NH - Dept of Health & Human Services 129 Pleasant Street Concord, NH 03301 AUTHORIZED REPRESENTATIVE May Ellen Drell

ACORD

Riverbend Community Mental Health, Inc.

Mission

We care for the mental health of our community.

Vision

- We provide responsive, accessible, and effective mental health services.
- We seek to sustain mental health and promote wellness.
- We work as partners with consumers and families.
- We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.
- We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.

Values

- We value diversity and see it as essential to our success.
- We value staff and their outstanding commitment and compassion for those we serve.
- We value quality and strive to continuously improve our services by incorporating feedback from consumers, families and community stakeholders.
- We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.

Revised 8-23-07

Riverbend Community Mental Health, Inc. TABLE OF CONTENTS June 30, 2018

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Statements of Financial Position	1
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Analysis of DHHS - BBH Revenues, Receipts and Receivables	17
Analysis of Client Service Fees	18



INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Riverbend Community Mental Health, Inc. Concord, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018 and 2017, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors of Riverbend Community Mental Health, Inc. Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 15 through 18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the pageonability of management and was derived from and relates directly to the undarlying accounting and other recents used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sangart St. Albans, Vermont September 5, 2018

Riverbend Community Mental Health, Inc. STATEMENTS OF FINANCIAL POSITION June 30,

ASSETS

ACCE TO		
	<u>20</u> 1	<u>18</u> <u>2017</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 2,926,40	05 \$ 2,462,609
Client service fees receivable, net	1,221,98	30 1,071,565
Other receivables	501,02	8 656,002
Investments	7,580,96	34 7,433,862
Prepaid expenses	89,26	
Tenant security deposits	23,83	<u>23,763</u>
TOTAL CURRENT ASSETS	12,343,47	<u>11,774,545</u>
PROPERTY & EQUIPMENT, NET	10,441,62	10,517,897
OTHER ASSETS		
Interest rate swap	50,13	5 -
Investment in Behavioral Information Systems	101,34	0 100,893
TOTAL OTHER ASSETS	151,47	5 100,893
TOTAL ASSETS	\$ 22,936,56	9 \$ 22,393,335
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	\$ 281,650	\$ 86,550
Accrued expenses	566,806	5 564,121
Tenant security deposits	23,961	23,763
Accrued compensated absences	723,251	660,849
Current portion of long-term debt	214,060	215,980
Deferred revenue	68,170	62,358
TOTAL CURRENT LIABILITIES	1,877,898	1,613,621
LONG-TERM LIABILITIES		
Long-term debt, less current portion	6,566,212	6,780,273
Unamortized debt issuance costs	(274,759	* -
Long-term debt, net of unamortized debt issuance costs	6,291,453	6,406,793
Interest rate swap liability		126,638
TOTAL LONG-TERM LIABILITIES	6,291,453	6,533,431
NET ASSETS		
Unrestricted	11,416,536	10,802,587
Temporarily restricted	3,350,682	3,443,696
TOTAL NET ASSETS	14,767,218	14,246,283
TOTAL LIABILITIES AND NET ASSETS	\$ 22,936,569	\$ 22,393,335

Riverbend Community Mental Health, Inc. STATEMENTS OF OPERATIONS For the Years Ended June 30,

		201	8	
		Tempo	rarliy	
PUBLIC SUPPORT AND REVENUES	_ Unrestrict	ed Restric	ted All Fund	ds2017
Public support -				
Federal	• • • •			
State of New Hampshire - BBH	\$ 609,3	•	- \$ 609,	347 \$ 1,440,068
In-kind donations	1,593,3		350 1,598,6	376 1,831,155
Contributions	170,78		- 170,7	784 170,784
Other	104,72		- 104,7	24 89,107
Total Public Support	<u>789,53</u>		<u> </u>	
Revenues -	<u>3,267,71</u>	<u>4 5,3</u>	3,273,0	64 4,242,558
Client service fees, net of provision for bad debts				— <u> — </u>
Other	20,872,01	2	- 20,872,0	12 19,421,000
Net assets released from restrictions	4,778,12		- 4,778,12	, ,
Total Revenues	182,22		24)	<u>.</u>
/ Ottal 1/8781(05)	<u>25,832,36</u>	(182,2	24) _ 25,650,13	23,050,825
TOTAL PUBLIC SUPPORT AND REVENUES	29,100,075	(176,87	74) <u>28,923,20</u>	1 27,293,383
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	F 004			
Emergency services	5,361,920		- 5,361,920	4,947,705
ACT Team	1,036,643		- 1,036,643	3 1,117,305
Outpatient - Concord	1,562,392		- 1,562,392	1,366,877
Outpatient - Franklin	4,369,800		- 4,369,800	4,248,373
Multi-Service Team - Community Support Program	2,021,989		- 2,021,989	1,876,229
Mobile Crisis Team	5,610,044		5,610,044	5,321,409
Community Residence - Twitchell	2,224,997	•	2,224,997	1,821,258
Community Residence - Fellowship	954,765	-	954,765	912,165
Restorative Partial Hospital	586,760	-	586,760	554,297
Supportive Living - Community	601,282	•	601,282	564,378
Other Non-BBH	1,363,857	-	1,363,857	1,296,510
Administrative	3,073,506	-	3,073,506	2,024,109
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	(51,885)	<u>-</u>	(51,885)	<u>197,289</u>
ADMINISTRATIVE EXPENSES	<u> 28,716,070</u>		28,716,070	26,247,904
EXCESS/(DEFICIENCY) OF PUBLIC SUPPORT AND				
REVENUE OVER EXPENSES FROM OPERATIONS	384,005	(176,874)	207,131	1,045,479
OTHER WAS ALL	-			1,040,418
OTHER INCOME (EXPENSE)				
Loss on Extinguishment of Debt	(138,302)		(138,302)	
Investment Income	191,473	83,860	275,333	717,889
TOTAL OTHER INCOME	53,171	83,860	137,031	717,889
TOTAL INCREASE (DECREASE) IN NET ASSETS	437,176	(93,014)	344,162	1,763,368
NET ASSETS, BEGINNING OF YEAR	10,802,587	3,443,696	14,246,283	12,401,770
Change in fair value of interest rate swap	176,773		176,773	81,145
	\$ 11,416,536 \$ 3		14,767,218 \$	14,246,283
See Accompanying Notes to	n Financial Stateme			

See Accompanying Notes to Financial Statements.

Riverbend Community Mental Health, Inc. STATEMENTS OF CASH FLOWS For the Years Ended June 30,

CASH FLOWS FROM OPERATING ACTIVITIES		2018		<u>2017</u>
Changes in net assets	\$	044400	•	4 700 000
Adjustments to reconcile change in net assets to net	Þ	344,162	Þ	1,763,368
cash provided by operating activities:				
Depreciation and amortization		878,768		044.050
Unrealized (gain) loss on investments		(100,619)		844,950 413,665
Loss on extinguishment of debt		138,302		413,000
Changes in:		100,002		
Cilent service fee receivables		(150,415)		623,714
Other receivables		154,974		(268,781)
Prepaid expenses		37,483		(32,616)
Tenant security deposits		125		(02,010)
Restricted cash - Rural Development Fund		-		21,396
Accounts payable and accrued expenses		260,187		156,891
Deferred revenue		5,812		(79,020)
NET CASH PROVIDED BY OPERATING ACTIVITIES		<u>1,568,779</u>		3,443,567
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of fixed assets		(811,994)		(524,069)
Investment activity, net		(46,930)	(1,128,579)
NET CASH (USED) IN INVESTING ACTIVITIES		(858,924)		1,652,648)
CASH FLOWS FROM FINANCING ACTIVITIES				
Debt issuance cost		(30,078)		
Principal payments on long-term debt		(215,981)		<u>(346,495</u>)
NET CASH (USED) BY FINANCING ACTIVITIES		(246,059)		<u>(346,495</u>)
NET INCREASE IN CASH		463,796	1	,444,424
CASH AT BEGINNING OF YEAR	2,	462,609	1	,018,185
CASH AT END OF YEAR	\$ 2,	926,405 \$	2,	462,609
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION Cash payments for interest	<u>\$</u> 2	286,387 \$		<u>303,095</u>

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend Community Mental Health, Inc., is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire.

Property

Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

Grants

Riverbend receives a number of grants from and has entered into various contracts with the State of New Hampshire and the federal government related to the delivery of mental health services.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Temporarily Restricted Funds

Specific purpose funds are used to differentiate resources, the use of which is restricted by donors, from resources of general funds on which the donors place no restriction or that arise as a result of the operations of Riverbend for its stated purposes. Specific purpose contributions and other donor-restricted resources are recorded as additions to temporarily restricted net assets at the time they are received and as expenses when expended for the specific purpose for which they were given.

in 2002, Riverbend developed an endowment fund to support current programs and to expand community mental health services in the future. These funds were raised through a capital campaign "Helping People Help Themselves".

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Vacation Pay and Fringe Benefits

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

In-Kind Donations

Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue

Grant revenue received by Riverbend is deferred until the related services are provided.

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, Riverbend analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Based on management's assessment, Riverbend provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after Riverbend has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

Riverbend has recorded an estimate in the allowance for doubtful accounts of \$1,383,510 and \$1,251,893 as of June 30, 2018 and 2017, respectively. The allowance for doubtful accounts represents 53% and 54% of total accounts receivable as of June 30, 2018 and 2017, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2018 totaled \$20,872,012, of which \$20,409,790 was revenue from third-party payors and \$462,222 was revenue from self-pay clients.

Riverbend has agreements with third-party payors that provide payments to Riverbend at established rates. These payments include:

New Hampshire Medicald

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

Cenpatico

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Beacon Wellness

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire

Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Concord Hospital

Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements

Riverbend has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Advertising

Advertising costs are expensed as incurred. Total costs were \$103,965 and \$89,117 at June 30, 2018 and 2017, respectively.

NOTE 2 CASH

At June 30, 2018 and 2017, the carrying amount of cash deposits was \$2,950,405 and \$2,486,372 and the bank balance was \$3,017,642 and \$2,602,200. Of the bank balance, \$1,050,649 and \$1,051,231 was covered by federal deposit insurance under written agreement between the bank and Riverbend, \$-0- and \$1,547,196 was covered by an irrevocable letter of credit with TD Bank, N.A., \$1,966,994 and \$-0- was offset by debt, and the remaining \$-0- and \$3,773 is uninsured.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	<u>2018</u>	<u>2017</u>
Due from clients Receivable from insurance companies Medicaid receivable Medicare receivable Housing fees	\$ 937,441 387,198 1,089,321 191,871 (341)	\$ 828,085 452,458 871,840 171,355 (280)
Allowance for doubtful accounts	2,605,490 (1,383,510) \$1,221,980	2,323,458 (1,251,893) \$1,071,565

NOTE 3 ACCOUNTS RECEIVABLE (continued)

ACCOUNTS RECEIVABLE - OTHER	<u>2018</u>	2017
Merrimack County Drug Court Concord Hospital	\$ 146,425 131,690	\$ _ 83,997
Federal Grant Behavioral Information System - BIS Beacon Health Options - MCO	99,216 40,131	224,981 44,782
Due from Penacook Assisted Living Facility Other	32,836 13,761 36,969	14,160
	\$ 501,028 \$	288,082 656,002

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

2018	Unrealized Market Cost Gain (Loss) Value
Cash & Money Market U.S. Treasuries Corporate Bonds Exchange Traded Funds Equities Mutual Funds	\$ 297,168 \$ - \$ 297,168 49,426 496 49,922 885,154 (25,303) 859,851 3,874,998 329,768 4,204,766 111,042 (7,096) 103,946 2,083,238 (17,927) 2,065,311 \$7,301,026 \$ 279,938 \$7,580,964
2017	Unrealized Market Cost Gain (Loss) Value
Cash & Money Market U.S. Treasuries Corporate Bonds Exchange Traded Funds Equities Mutual Funds	\$ 125,743 \$ - \$ 125,743 49,600 605 50,205 695,355 (8,639) 686,716 4,129,848 343,103 4,472,951 106,543 (2,557) 103,986 1,918,999 75,262 1,994,261 \$7,026,088 \$ 407,774 \$7,433,862

NOTE 4 INVESTMENTS (continued)

investment income (losses) consisted of the following at June 30,:

	<u>2018</u>	<u>2017</u>
Interest and dividends	\$ 195,629 \$	211,788
Realized gains (losses)	221,703	117,466
Unrealized gains (losses)	(100,619)	413,665
Fee expenses	(41,827)	(39,404)
Returns from BIS	447	14,374
TOTAL	<u>\$ 275,333</u> \$	717,889

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	<u>2018</u>	<u>2017</u>
Land Buildings Leasehold Improvements Furniture and Fixtures Equipment Software licenses CIP	\$ 953,387 14,886,509 410,706 3,585,143 1,686,694 162,848 252,598	\$ 953,387 14,843,708 351,960 3,426,328 1,423,269 162,848
Accumulated Depreciation NET BOOK VALUE	21,937,885 (11,496,265)	21,161,500 (10,643,603) 10,517,897

NOTE 7 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested \$52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

During the years June 30, 2018 and 2017, Riverbend paid BIS \$40,239 and \$43,135, respectively, for software support and services.

BIS owed Riverbend \$40,131 and \$44,782 at June 30, 2018 and 2017, respectively.

NOTE 8 LONG-TERM DEBT

Long-term debt	consisted o	of the following	as of June 30.:
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Long-term debt consisted of the following as of June 30,:		<u>2018</u>		<u>2017</u>
Mortgage payable, \$105,350 note dated 2/17/00, secured by Kendall St. property. Interest at 0.0%, annual principal payments of \$5,268 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.	\$	5,706	\$	10,974
Mortgage payable, \$175,842 note dated 1/30/03, secured by Pleasant St. property. Interest at 0.0%, annual principal payments of \$8,792 are fully forgiven. The obligation does not have to be repaid if the Agency meets certain requirements regarding use of the property.		39,566		48,357
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from \$55,000 in July 2004 to \$375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	3,3	40,000	3,	475,000
Note payable, New Hampshire Health and Education Facilities Authority, \$100,000 note dated January 2013. Monthly payments of principal and interest of \$1,709 at 1% interest. Matured January 2018.		-		11,922
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from \$55,000 in July 2017 to \$475,000 in July 2038. Matures July 2038. The bond is subject to	2 22	ae Ann		
various financial covenant calculations.	3,39	5,000		-

NOTE 8 LONG-TERM DEBT (continued)

(continued)		
Bond payable, NHHEFA dated July 2008, interest at a fixed rate of 3.435% through a swap agreement expiring 7/1/2018, annual debt service payments of varying amounts ranging from \$45,000 in July 2012 to \$475,000 in July 2038. Matures July 2038. The bond was	<u>2018</u>	<u>2017</u>
refinanced September 2017.		3,450,000
Less: Current Portion	6,780,272 (214,060)	6,996,253 (215,980)
Long-term Debt	6,566,212	6,780,273
Less: Unamortized debt issuance costs	(274,759)	(373,480)
	\$6,291,453	\$6,406,793

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

Year Ending June 30,		Amount
2019	\$	214,060
2020	•	219,230
2021		228,792
2022		238,792
2023		244,397
Thereafter		5,635,001
	\$	6,780,272

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for \$3,395,000 and expires September 1, 2028.

NOTE 9 DEFERRED INCOME

<u>2018</u> <u>2017</u>

Concord Hospital/Dartmouth Hitchcock

NOTE 10 LINE OF CREDIT

As of June 30, 2018, Riverbend had available a line of credit with an upper limit of \$1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be February 28, 2019 and the decision to review the line of credit will be at the sole discretion of the lender.

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

<u>2018</u> <u>2017</u>

Ongoing management and administrative services, recorded in other accounts receivable

Riverbend collected \$82,855 and \$86,729 for property management services and \$78,109 and \$63,463 for contracted housekeeping services from the affiliate during the years ended June 30, 2018 and 2017, respectively.

NOTE 12 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2018 and 2017, such contributions were \$297,889 and \$236,762, respectively.

NOTE 13 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

Year Ending June 30,	Amount
2019	\$ 119,606
2020	121,226
2021	122,896
2022	124,616
2023	91,610
	\$ 579,954

Total rent expense for the years ended June 30, 2018 and 2017 was \$76,440 and \$30,371, respectively.

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 5, 2018, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2018, have been incorporated into the financial statements herein.



Physical Community Mental Haath Inc. SCHEDULE OF FUNCTIONAL REVENUES For the Year Ended Jane 30, 2018, with Compension Totals for 2017

	2017	15,898,310 15,898,310 10,298	3,543,000	122,862 4,000 69,107 098,821 100	125,885,1 0.05,00 100,00	1,681,166
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Children & Adolescands	3,022,565	157,392 36,773	4,000 7,128	,	6,007	\$ 4000 340 \$
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Physican Community Marial Health Inc. 80/EXALE OF FUNCTIONAL EXPENSES For the Year Ended Jone 30, 2018, with Consumative Totals for 2017

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														200		5 (D) (D) 1-	F (MERSIN) &	12744	1,048,479

Riverbend Community Mental Health, Inc. ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES For the Year Ended June 30, 2018

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2018	\$ 194,319	\$ 1,598,676	\$ (1,792,921)	\$ 74
TOTALS	\$ 194,319	\$ 1,598,676	<u>\$_(1,792,921)</u>	\$ 74

Analysis of Receipts:

08/10/17 4,340 02/06/18 22 08/10/17 151,321 02/06/18 168 08/10/17 80,989 02/16/18 13 08/10/17 65,538 03/08/18 21 08/17/17 23,400 03/08/18 152 10/11/17 262,730 03/19/18 6 10/13/17 6,940	_
08/01/17 516 01/24/18 12 08/10/17 4,340 02/06/18 22 08/10/17 151,321 02/06/18 168 08/10/17 80,989 02/16/18 13 08/10/17 65,538 03/08/18 21 08/17/17 23,400 03/08/18 152 10/11/17 262,730 03/19/18 6	
08/10/17 4,340 02/06/18 22 08/10/17 151,321 02/06/18 168 08/10/17 80,989 02/16/18 13 08/10/17 65,538 03/08/18 21 08/17/17 23,400 03/08/18 152 10/11/17 262,730 03/19/18 6 10/13/17 6,940	•
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08/17/17 23,400 03/08/18 152 10/11/17 262,730 03/19/18 6	,674
10/11/17 262,730 03/19/18 6	,117
10/12/17 6.040	,453
10/13/17 5.848 03/10/19 12	879
40/40/47	579
10/13/17 26,301 03/19/18	903
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12/01/17 121,388 04/06/18 151,	983
12/14/17 128,229 04/27/18 51,	′12
12/22/17 7,708 05/01/18 16,3	69
12/22/17 8,277 05/01/18 29,0	
12/22/17 33,014 05/15/18 8,7	
12/22/17 4 250 0545	03
12/22/17 5,000 05/15/18 157,0	
12/22/17 60,216 06/04/18 10,9	
12/22/17	08
12/31/17 2,013 06/11/18 107,80	
01/17/18 3,304 06/19/18 2,16	
01/17/18 14,190 06/19/18 75	
01/17/18 23,681 06/20/18 1,04	
06/22/18 62	
Less:Federal Monies(737,12	•

\$ 1,792,921

Riverbend Community Mental Health, Inc. ANALYSIS OF CLIENT SERVICE FEES For the Year Ended June 30, 2018

	_	Accounts Receivable, Beginning	-	Gross Fees		Contractual Allowances & Discounts	_	Bad Debts and Other Charges		Cash Receipts	_	Accounts Receivable, Ending
Client fees	\$	828,085	\$	3,327,094	\$	(2,864,859)	\$	153,712	\$	(506,593)	\$	937,439
Blue Cross/Blue Shield		49,380		705,361		(251,433)		12,265		(434,499)		81,074
Medicaid		871,840		30,768,259		(13,390,198)		(617,533)	ı	(16,543,045)		1,089,323
Medicare		171,355		885,567		(186,751)		1,512		(679,812)		191,871
Other insurance		403,078		2,229,296		(863,281)		(19,090)		(1,443,878)		306,125
Housing fees	_	(280)	_	371,677	_	_		(2,649)	_	(369,090)		(342)
TOTALS	<u>\$</u>	2,323,458	\$	38,287,254	<u>\$ (</u>	(17,556,522)	\$	(471,783)	\$ (19,976,917)	\$	2,605,490

Riverbend Community Mental Health, Inc. Board of Directors

Leslie Walker, Chair
John Barthelmes, Vice Chair
James Doremus, Secretary
Peter Evers, President/CEO, Ex Officio
Andrea Beaudoin, Assistant Secretary
Frank Boucher
Leslie Combs
Ross Cunningham
Christopher Eddy
Lucy Hodder
Aaron McIntire
Meg Miller
Rabbi Robin Nafshi
Bradley Osgood
James Snodgrass
Carol Sobelson
Annmarie Timmins
Robert Steigmeyer, Ex Officio

Peter John Evers

Employment History:

October 2013-Present Riverbend Community Mental Health, Inc.

Concord, NH

President/CEO

Vice President for Behavioral Health at Concord Hospital

Manage \$33 million mental health agency with 400 employees serving children, families and adults with outpatient, inpatient and residential services.

Manage 15 bed inpatient psychiatric unit and emergency psychiatric services at Concord Hospital.

Board member for Capital Region Health Care; NH Citizens Health Initiative, Leadership Advisory Council; Children's Behavioral Health Collaborative; Foundation for Healthy Communities; Concord Coalition to End Homelessness and State of NH Workforce Taskforce Program development with the New Hampshire Division of Behavioral

Program development with the New Hampshire Division of Benavioral Health to design new initiatives to better serve the community.

Work with state and local government committees to advise legislators

on the mental health needs of the community.

April 2010-October 2013 The Home for Little Wanderers Vice President, Program Operations Boston MA

Responsible for the operations of all The Home's programs in Eastern Mass. 600 Employees 20 Programs and a budget of \$32 Million.

Achievements: Part of a team that has brought financial stability to the program side of the organization during very difficult times for non profits. Turned a small surplus last 2 Financial Years. Diversified programmatic continuum of services and revenues streams to ensure that the agency is not reliant on revenue from large single sources.

February 2007-April 2010 Department of Mental Health, Southeastern Area Area Director

Brockton, MA

Responsibility and oversight of 1300 employees and a budget of \$112M to provide services to the mentally ill in Southeastern Mass. Region. Oversight of 3 hospitals and 7 community based mental health centers providing an array of inpatient acute and outpatient services to people with mental illness. Management of all contracts with private sector providers in South Eastern Massachusetts

January 2004 -February 2007

Boston Emergency Services Team

Clinical Director

Responsible for clinical oversight of psychiatric crisis intervention services for the City of Boston. Supervision of 5 components of service delivery with a mission to place those with psychiatric illness in appropriate services and levels of care.

February 2003 -March 2004

Dimock Community Health Center Vice President, Behavioral Health

Roxbury, MA

Boston, MA

Responsible for administration of the Behavioral Health Cluster at Dimock which is the largest of all of the cluster providers in the Health Center, which employs 700 individuals in the Roxbury/Dorchester Area. The Behavioral Health Cluster has a budget of over \$10 million and employs in the region of 200 people. Programs include Emergency Psychiatric Evaluation, MR Residential, Addictions and Recovery Residential and Outpatient Programs and Mental Health Outpatient Programs.

December 1998 -February 2003

Boston Emergency Services Team Director of Acute Care Services

Boston, MA

Responsible for clinical and administrative operations for Dimock Community Health Center's Emergency Psychiatric Crisis Team, covering the areas of Dorchester, Roxbury and South Boston. Responsible for 24-hour coverage and response to requests for psychiatric evaluations in the community, residential group homes and hospital emergency rooms. Responsible for a budget in excess of \$3 million. Duties also included the running of a 30 bed Detoxification Unit in Roxbury. Responsible for budgets, hiring and firing of staff, performance improvement and utilization review.

January 1998 -December 1998 Department of Social Services

Malden, MA

Area Director

As the Director of State Child Protection office covering 10 towns north of Boston with 100 employees, responsible for all cases of child protection and all budgetary matters. The office has a caseload of some 700 families and a foster care, home based and residential budget of over \$2 million. Oversaw child protection, adoption, substitute care residential care, community based initiatives, negotiation of all contracts with collateral agencies, responsibility for all personnel matters within the office and responsibility for all report and proposal writing within the office, including the proposal for the Multi-Disciplinary Treatment team, recruitment and set up.

December 1995 -January 1998

Department of Social Services

Roxbury, MA

Area Program Manager

April 1995 -

Boston Emergency Services Team

Boston, MA

January1993 Psychiatric Crisis Clinician; Overnight shifts.

November 1993 - Department of Social Services Roxbury, MA

December 1995 Assessment Supervisor.

July 1992 - Roxbury Multi-Service Center Dorchester, MA

November 1993 Program Director.

September 1990 - Department of Social Services Allston, MA

July 1992 Assessment Worker

June 1988 - London Borough of Newham Social Services Department London

August 1990 Social Worker working with children in long term care.

Education History:

1986-1988: University Of Kent at Canterbury, England

M.S.W. Specializing in Psychology, Sociology, Social Policy and Psychotherapy.

1979-1983: Sheffield Hallam University, Sheffield, England.

B.A. [with Honors] Economics and Business Studies.

Specializing in Human Resource Management.

Additional Qualification. C.Q.S.W. British Social Work License. L.I.C.S.W. #1031376

LADC1 #1059

Committees/Boards

Board Member Massachusetts Association for Mental Health

Member: Statewide Committee to Reduce Emergency Room Volume 2007-2010 Member: Boston Public Health Commission; Project Launch for Children/My Child

References Available Upon Request.

ALLAN MARK MOSES

EMPLOYMENT:

April, 1981 - Present

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Concord, NH

Sr.V.P.-Chief Financial

Responsible for the administrative duties involving general

Officer supervision of all business management services.

Supervisory and administrative capacity involving the accounts receivable, accounts payable and general ledger aspects of this \$15 million non-profit organization. Instrumental in the design and implementation of the fiscal

reporting via a newly purchased computer.

Liaison with external organizations involving negotiations

and presentation of data.

Member of the Board's Finance Committee.

EDUCATION:

1980

New Hampshire College, Manchester, NH

Master of Business Administration - Management

Summa Cum Laude

University of New Hampshire, Durham, NH

Division of Continuing Education Graduate Studies - Counseling

1974

Ohio University, Athens, OH B.A. Social Work and Sociology

PUBLICATIONS:

"Settlement Schools," Appalachia: Social Context Past and

<u>Present</u>

An extensive research project undertaken in Kentucky, investigating thirteen settlement schools in an historical and

future perspective.

ACTIVITIES:

Attendance at seminars concerning tax laws pertaining to non-profit corporations.

Attendance at conferences dealing with methods for successful grantsmanship.

Instructor with continuing education series at the New Hampshire Technical Institute and Concord Union School District.

INTERESTS:

Visited Mid-Eastern and European countries along with extensive United States traveling.

Photography, gardening, woodcrafts, aerobics.

REFERENCES:

References will be furnished upon request.

Chris Mumford

Experience

2017-present

Riverbend Community Mental Health Center

Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

2013-present

Riverbend Community Mental Health Center

Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

Chris Mumford

- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design
 and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

2009-2013

Riverbend Community Mental Health Center

Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009

Riverbend Community Mental Health Center

Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent
 Mental Illness
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

Chris Mumford

2002-2003

Riverbend Community Mental Health Center

Concord, NH

Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
- Medication support services

2002-2003

New Hampshire Hospital

Concord, NH

Psychiatric Social Worker internship

- Initial assessments on an admission unit.
- Discharge coordination with numerous community agencies.

2001-2002

Carroll County Mental Health Center Wolfeboro, NH

Adult Clinician internship

- Individual psychotherapy with adults living with severe mental illness.
- Emergency Services assessment, intervention, and linkage.
- Facilitated voluntary and involuntary psychiatric hospitalizations.

Participation in DBT Skills group

Education

2001-2003

University of New Hampshire

Durham, NH

Master of Social Work

Magna Cum Laude

1994-1998

University of New Hampshire

Durham, NH

Bachelor of Arts in Psychology

Cum Laude

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

References

References are available on request.

Jeffrey C. Fetter, MD

Education

August 1993-May 1997	Johns Hopkins University, Baltimore MD	BA
	Case Western Reserve University, Cleveland OH	MD

Postdoctoral Training

June 2001-June 2006	Combined Internal Medicine and Psychiatry Residency
	Dartmouth-Hitchcock Medical Center, Lebanon NH

June 2005-June 2006	Chief Med-Psych Resident

Dartmouth-Hitchcock Medical Center, Lebanon NH

Licensure/Certification

April 5, 2006-Jun 30, 2018	New Hampshire Medical License #13042
May 2017-May 2019	Basic Life Support
Jan 2018- Dec 31, 2028	Board Certified in Internal Medicine, Diplomate #255543
May 2010-May 2020	Board Certified in Psychiatry, Diplomate #60814

April 2010-present Certified in Transcranial Magnetic Stimulation (Neurostar, Inc.)

Nov 2016-present DEA Buprenorphine Waiver

Academic Appointments

Jan 2010 to present Adjunct Assistant Professor of Medicine and Psychiatry Geisel School of Medicine at Dartmouth

September 1, 2006-Jan 2010 Assistant Professor of Medicine and Psychiatry Dartmouth Medical School

Hospital Appointments and Clinical Responsibilities

Oct 2018 - Present

Chief Medical Officer

Riverbend Community Mental Health Center

- Assertive Community Treatment Team Psychiatrist
- Admitting Privileges to Concord Hospital
- Integrated Delivery Network (IDN2) Medical Director
 - o Medication Assisted Treatment for Substance Use Disorders
 - o Psychopharmacology Services and Re-Entry initiatives for county inmates
 - o Integrated Primary Care and Behavioral Health initiatives)

Concord, NH

Jan 2013-Sept 2018

Chief Medical Officer

- Supervision of Correctional Health Services
- Utilization Management
- Program Development
- Psychiatrist, Special Housing Unit

NH Department of Corrections MHM Services, Inc.

Concord, NH

Feb 2015 to present

Expert Witness: Independent Psychiatric Examiner and 135-C Physician's Certifications Cheshire, Merrimack, Rockingham, and Hillsborough Counties Probate Courts

March 2013-July 2016

EKG Interpretation Consultant

Dartmouth Psychopharmacology Research Group

Feb 2010- Dec 2012

Director of Consultation Psychiatry

- Inpatient Psychiatry
- Consultation to Hospitalist and Emergency Room
- ECT, rTMS

Concord Hospital, Concord NH

July 2010-Dec 2012

Cardiometabolic Psychiatry Clinic

Riverbend Community Mental Health Center

Concord NH

July 2006-Jan 2010

Attending Physician with Privileges in Psychiatry and Internal Medicine

New Hampshire Hospital, Concord NH

August 2006-Jan 2013

Consulting Physician with Privileges in Electroconvulsive Therapy

Concord Hospital, Concord NH

Mar 2009-Feb 2010

Chief, Cardiometabolic Psychiatry Consult Service

New Hampshire Hospital, Concord NH

Professional Leadership Positions

Dec 2017-Present

Fellowship Committee, American College of Correctional Physicians

May 2014-May 2016

Legislative Liaison, NH Psychiatric Society

May 2011-May 2015

President, NH Psychiatric Society

Nov 2013-May 2016

Executive Councilor, NH Medical Society

Mar 2009-Jan 2011

Inpatient Psychiatry Liaison, NH Psychiatric Society

July 2007-Feb 2010

Chair, Pharmacy and Therapeutics Committee, NH Hospital

July 2007-Feb2010

Chair, Metabolic Syndrome Work Group, NH Hospital

Committee Assignments

— — — — — — — — — — — — — — — — — — —	
June 2003-2006	DHMC Graduate Medical Education Accreditation Committee
Apr-June 2004	Chair, DHMC Psychiatry Resident Curriculum Project
July-Dec 2005	DHMC Resident Work Hours Task Force
Aug 2006-Jan 2007	Pharmacy and Therapeutics Committee, NHH
October 2006-June 2007	Metabolic Syndrome Work Group, New Hampshire Hospital
January 2007-2010	Chair, Pharmacy and Therapeutics Committee, NHH
January 2007-2010	New Hampshire State Institutional Review Board
March 2007-2010	Medical Emergencies Committee, NHH
July 2007-2010	Chair, Metabolic Syndrome Work Group, NHH
Sept 2007-2010	Adverse Medication Events Review Committee, NHH
June 2009-Aug 2009	Defensive Measures Task Force, NHH
March 2010-Dec 2012	Pharmacy and Therapeutics Committee, Concord Hospital
July-October 2016	Special Legislative Commission on Syringe Service Programs
October 2013-Sept 2018	MHM Inc. Credentialing Committee

Memberships

American College of Correctional Physicians American Psychiatric Association New Hampshire Psychiatric Society New Hampshire Medical Society

Awards and Honors

April 2001 Case Western Reserve University Health Policy Competition, Honorable

Mention

June 2003 Abraham Lenzner, MD Award for Excellence in Consultation Psychiatry

April 2005 Association of Medicine and Psychiatry Martin Fenton, MD Med-Psychiatry	n
Resident of the Year	
April 2006 Dartmouth Medical School Department of Medicine Excellence in Tea	ching
Award Nominee	
May 2006 Dartmouth Medical School Students' Excellence in Teaching Award f	or
Medicine Clerkship	
May 2007 Emory University Future Leaders in Psychiatry	
April 2017 NH Public Health Association's Friend of Public Health	

Research Experience

Principal Investigator: "N-3 Fatty Acids for hypertriglyceridemia in patients with schizophrenia taking atypical antipsychotics." Dartmouth Psychiatry Department Junior Clinical Investigator Research Award.

Site Investigator for New Hampshire Hospital: "Clozapine vs. Risperidone for People with First Episode Schizophrenia and Co-Occurring Substance Use Disorder," Dartmouth Psychopharmacology Research Group (A. Green, PI)

Collaborating Investigator: "Management of Risk of Relapse in Schizophrenia III," NIMH #MH41573 (S. Marder, PI)

Site Investigator for New Hampshire Hospital: "Pilot study for treatment of persistent psychotic symptoms in schizophrenia," feasibility study to prepare for NIMH funded randomized antipsychotic trial. Dartmouth Psychopharmacology Research Group (D. Noordsy, PI)

Teaching Experience

I cutume Exhausti	•
May 2004	Conceived and Organized Psychotherapy Roundtable for Residents
June 2004 and 2005	Taught "Medical Emergencies for Psychiatry Interns" Lecture Series
June 2005-2006	Initiated and Facilitated Med-Psych Residents' Report
June 2006	"Inflammatory Bowel Disease and Mental Illness," Crohn's and Colitis
	Foundation Symposium at Dartmouth-Hitchcock Medical Center
2006-2010	Supervision of 3 rd year medical students on psychiatry clerkship
	Supervision of 2 nd year psychiatry residents
	Initiated and Organized Weekly Unit "Doc Talk" Seminar
Nov 2007	Internal Medicine Morbidity and Mortality Conference, White River Junction
	VA Medical Center
Sept 2008	NH Hospital Grand Rounds: "Cardiometabolic Risk and Mental Illness"
May 2009	Dartmouth PRC Seminar: "N-3 Fatty Acids for High Triglycerides in Patients
•	Taking Atypical Antipsychotics"
May 2010	CH Grand Rounds: "Consultation Psychiatry"
May 2010	"Severe Depression and Cardiovascular Disease" New England ECT Annual
•	Meeting
Oct 2011-2013	CH Simulation Center Course "Psychiatric Emergencies: De-escalation";
	Conceived and Executed Course; Filmed Video Training
May 2012	NH Hospital Grand Rounds: "Inpatient Violence"

Oct 2012	NH Medical Society Annual Scientific Meeting: "Obesity and Mental Health"
Feb 2012	Concord Hospital Grand Rounds: "Psychiatric Perspectives on Obesity"
Nov 2013	NH Medical Society Annual Scientific Meeting: "Mental Illness: Skills Every
	Physician Should Have"
Nov 2013	Concord Hospital Symposium: "Inpatient Violence"
Jan 2015	NH Hospital Grand Rounds: "Correctional Medicine Update"
Feb 2017	NH DOC Grand Rounds: "SHU and Analogue Environments"
March 2017	Northern NH SWAT Team Hostage Negotiation Training Exercise
Oct 2018	Association of Medicine and Psychiatry National Meeting, Chicago IL:
	"Correctional Medicine"

Original Articles:

- Fetter, JC. Implementing a Correctional Electronic Medical Record. CorDocs: Newsletter of the American College of Correctional Physicians. 2017;20(2)
- Fetter, JC. Chronic Pain. CorDocs: Newsletter of the American College of Correctional Physicians. 2016;19(2)
- Fetter JC, Brunette M, Green A. N3 Fatty Acids for Hypertriglyceridemia in Patients Taking Second Generation Antipsychotics. Clinical Schizophrenia and Related Psychoses.

 Summer 2013 73-77A
- Fetter JC, Bartels SJ, Parker C. A cardiometabolic psychiatry consultation service in a state psychiatric hospital. Prim Care Companion of CNS Disorders 2011; 13(2)
- Fetter JC. Diagnosing and Managing Violence. Prim Care Companion J of CNS Disorders. 2011;13(5)
- Shagoury P, Currier M, Bemis R, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A chart review. Prim Care Companion to J Clin Psych; 2010; 12(6)
- Shagoury P, Currier M, Fetter JC. A motivational interviewing group to manage cardiometabolic risk on an inpatient psychiatry unit: A case study. Prim Care Companion to J Clin Psych 2010; 12(3)e1
- Fetter JC. Mirtazapine for MDMA-Induced Depression. Am J Addict. 2005 May-Jun;14(3):300-1
- Denard PJ, Fetter JC, Zacharski LR. Rectus sheath hematoma complicating low-molecular weight heparin therapy. Int J Lab Hematol. 2007 Jun;29(3):190-4.
- Fetter JC. Psychosocial Response to Mass Casualty Terrorism: Guidelines for Physicians. Primary Care Companion to J Clin Psychiatry 2005; 7(2): 49-52
- Fetter JC, Askland KD. Antidepressants for Bipolar Depression. Am J Psychiatry 2005 Aug; 162(8): 1546

Fetter JC. Weight gain and quality of life among patients taking antipsychotics. Psychiatr Serv. 2003 Jul;54(7):1041

Fetter JC. The Gift of Therapy: A Letter to a New Generation of Therapists and their Patients. Prim Care Companion J Clin Psychiatry. 2006; 8(3): 181

Poster Presentations:

Fetter JC, Barton E, Grattan V. Hepatitis C Treatment in a Correctional System: 10 Years' Experience. Presented at National Committee for Correctional Health Care National Conference, October 2014

Fetter JC, Gillock KL, Friedman M, Howard J. Adiposity and Chronic Traumatic Stress. Presented at Association for Medicine and Psychiatry Annual Meeting, Los Angeles CA, 2006

Fetter JC, Bartels S. Developing a Medication Algorithm for Second Generation Antipsychotic-Induced Metabolic Effects.

Presented at Future Leaders in Psychiatry, Atlanta GA 2007

Scientific Sessions:

Chair, "Weight Gain and Mental Illness" American Psychiatric Association General Meeting, New Orleans, 2010

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name:

RIVERBEND COMMUNITY MENTAL HEALTH, INC.

Name of Program:

SS-2020-DBH-01-MENTA

Peter Evers	President/CEO	\$219,407	4.80%
Allan M. Moses	Sr. VP/CFO	\$145,000	10.80%
Chris Mumford	Sr. VP/COO	\$115,000	12.00%
Osvaldo Evangelista	Medical Director	\$250,000	0.00%
		\$0	0.00%
TOTAL SALARIES (Not to exceed		\$0	0.00%



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhbs.nb.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 June Garc Approved

Date_

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REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$_334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

His Excellency, Governor Christopher T. Sununu and His Honorable Council
Page 2 of 3

EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State
 regulations applicable to the State mental health system, including NH Administrative Rules
 He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and
 Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M
 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox Diregtor

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Approved by:

Jeffrey A. Meyers

88.2% Genera Northern Huma	l Funds; 11.65% Fe	EAU OF MENTAL HEALTH SERVIC deral Funds; .15% Other	CFDA# FAIN	93.778 1705NH5MAP Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,24
2019	102/500731	Contracts for Program Services	TBD	379,24
·		Sub Total		758,49
West Central S	vcs, Inc., DBA West			_Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,19
2019	102/500731	Contracts for Program Services	TBD	322,19
.		Sub Total	1	644,38
	ion Mental Health C	enter., Inc. DBA Genesis Behavioral		Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,11
2019	102/500731	Contracts for Program Services	TBD	328,11
·		Sub Total	<u> </u>	656,23
	munity Mental Healt	h, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,65
2019	102/500731	Contracts for Program Services	TBD	381,65
·	<u></u>	Sub Total	<u></u>	763,30
Monadnock Fa				Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,59
2019	102/500731	Contracts for Program Services	TBD	357,59
		Sub Total	<u> </u>	715,18
		DBA Greater <u>Nash</u> ua Mental Health (Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,79
2019	102/500731	Contracts for Program Services	TBD	1,183,79
 -	·	Sub Total		2,367,59
<u>he</u> Mental Hea	alth Center of Greate	r Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,82
2019	102/500731	Contracts for Program Services	TBD	1,646,82
		Sub Total		3,293,65
Seacoast Menta	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	746,765
2019	102/500731	Contracts for Program Services	TBD	746,76
		Sub Total		

Fiscal Year	Class / Account	al Services of Strafford County, Inc. D		Vendor # 177278
2018	102/500731	Class Title Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services Contracts for Program Services	TBD	313,54
	1 .02,000.01	Sub Total	TBD	313,54
				627,08
he Mental H	ealth Center for Sou	thern New Hampshire DBA CLM Cent	er for Life	Vendor # 174116
Fiscal Year 2018	Class / Account	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	TBD	350,79
2019	102/500731	Contracts for Program Services	TBD	350,79
·		Sub Total	<u> </u>	701,58
	<u> </u>	SUB TOTAL	<u>.l. </u>	12,021,05
OF, HHS: BE DATA COLLE	CTION	1, HEALTH AND SOCIAL SERVICES I DIV, BUREAU OF MENTAL HEALT	S, HEALTH AND H "H SERVICES, ME CFDA#	HUMAN SVCS DEP ENTAL HEALTH N/A
Northern Hum	an Services		FAIN	N/A
Fiscal Year	Class / Account	Class Title	1-1-1-	Vendor # 177222
2018 -	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,00
	<u> </u>	Sub Total	92204121	5,00
			<u> </u>	10,00
Fiscal Year	Svcs, Inc., DBA Wes Class / Account			Vendor # 177654
2018	102/500731	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,00
	102/300731	Contracts for Program Services	92204121	5,000
	<u> </u>	Sub Total	<u></u>	10,00
he Lakes Reg	gion Mental Health C	enter., Inc. DBA Genesis Behavioral I	Health	Vendor # 154480
<u>Fiscal Year</u>	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	L	10,000
verbend Con	nmunity Mental Heal	th, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	02207121	10,000
onadnock Fa	mily Services		·	
Fiscal Year	Class / Account	Class Title	1-6-81	Vendor # 177510
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	92204121	5,000
			<u> </u>	10,000
mmunity Cou	uncil of Nashua, NH	DBA Greater Nashua Mental Health C		Vendor # 154112
2018	Class / Account	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	`	Sub Total		5,000

The Mental Hea	alth Center of Greate	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Seacoast Ment	al Health Center, Inc) .		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	,	Sub Total		10,000

Behavioral Hea	lth & Developmental	Services of Strafford County, Inc. DB	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

The Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Jo <u>b</u> Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	'	Sub Total		10,000
/ "-		SUB TOTAL		100,000

No rthau n II	i Fungs	DIV ,BUR FOR CHILDRENS BEHA	CFDA# FAIN	N/A N/A
Northern Hum Fiscal Year				Vendor # 177222
2018	Class / Account	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	
·		Sub Total		4,00
Nest Central :	Svcs, Inc., DBA West	Behavioral Hoolth		
Fiscal Year	Class / Account	Class Title	I lais Nivershau	Vendor # 177654
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053 92102053	100
-	1,55,55	Sub Total	92102053	4,00
		Odo Fotal		4,00
he Lakes Re	gion Mental Health C	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	
2018	102/500731	Contracts for Program Services	92102053	Amount
2019	102/500731	Contracts for Program Services	92102053	4,00
•		Sub Total	J2102000	4,00
	nmunity Mental Healt			Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4.00
<u> </u>		Sub Total	<u></u>	4,000
lonadnock Fa	mily Services			
Fiscal Year	Class / Account	Class Title	T-U-Ni	Vendor # 177510
2018	102/500731	Contracts for Program Services	Job Number	Amount
-0,0		Contracts for Program Services	92102053	
	T 102/500731 1			1 4.000
2019	102/500731		92102053	
	102/500/31	Sub Total	32102003	
2019	-	Sub Total	32102033	4,000
2019 he Mental He	alth Center of Greate	Sub Total r Manchester, Inc.		4,000 Vendor # 177184
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The Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cent	er for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2018	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,00
		SUB TOTAL		36,000
	ICES DIV, CHILD P	IND SOCIAL SERVICES, HEALTH A ROTECTION, CHILD - FAMILY SER	VICES CFDA#	N/A
Northern Huma	ın Services		FAIN	N/A Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	5,310
2019	550/500398	Contracts for Program Services	42105824	5,310
2013	000/300330	Sub Total	72100024	10,620
		Sub Total		10,02
West Central S	ivos, Inc., DBA West	: Behavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
T)			1.1.	
		enter., Inc. DBA Genesis Behavioral		Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services Sub Total	42105824	1,770 3,540
· · · · · · · · · · · · · · · · · · ·		Odb Folai	<u> </u>	1, 0,040
	munity Mental Healt			Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
	mily Sanyioas			. Vendor # 177510
	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
2019	000/000330	Sub Total	42100024	3,540
		Sub Fotal	<u> </u>	1 3,340
		DBA Greater Nashua Mental Health		Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total	<u> </u>	3,540
The Mental Hea	alth Center of Greate	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	3,540
2019	550/500398	Contracts for Program Services	42105824	3,540
		Sub Total		7,080
		•	1	

	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
Behavioral Hea	ulth & Developmental	Services of Strafford County, Inc. DE	3A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
·		Sub Total	12100021	3,540
The Mental He	alth Center for South	ern New Hampshire DBA CLM Cente	- f 1 if-	<u> </u>
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 174116 Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
	7	Sub Total		3,540
		SUB TOTAL		46,020
/5-95-42-4230 ⁻	10-7926, HEALTH A	ND SOCIAL SERVICES, HEALTH A	ND HUMAN SVCS	DEPT OF, HHS:
IUMAN SERV	ICES DIV, HOMELE	SS & HOUSING, PATH GRANT		
00% Federal	Funds		CFDA#	93.150
00% Federal	Funds		CFDA# FAIN	
	Funds munity Mental Healt	h, Inc.		SM016030-14
	munity Mental Healt Class / Account	h, Inc. Class Title	FAIN	SM016030-14 Vendor # 177192
Riverbend Com	munity Mental Healt		Job Number	SM016030-14 Vendor # 177192 Amount
Riverbend Com Fiscal Year	munity Mental Healt Class / Account	Class Title	Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250
Riverbend Com Fiscal Year 2018	munity Mental Healt Class / Account 102/500731	Class Title Contracts for Program Services	Job Number	
Riverbend Com Fiscal Year 2018 2019	Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services	Job Number 42307150	\$M016030-14 Vendor # 177192 Amount 36,250 36,250 72,500
Riverbend Com Fiscal Year 2018 2019 Aonadnock Far	munity Mental Healt Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510
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Sub Total

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total		50,000

	The Mental Health Center for Southern New Hampshire DBA CLM Center for Life			Vendor # 174116	
Fis	cal Year	Class / Account	Class Titlé	Job Number	Amount
	2018	102/500731	Contracts for Program Services	42307150	29,500
	2019	102/500731	Contracts for Program Services	42307150	29,500
			Sub Total		59,000
	١		SUB TOTAL		416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

				10.100
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS 100% Federal Funds

CFDA#

93.043

FAIN

17AANHT3PH

Seacoast Ment	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	48108462	35,000
2019	102/500731	Contracts for Program Services	48108462	35,000
		SUB TOTAL		70,000
		TOTAL		12,829,412



STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet
Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location	
Northern Human Services	Conway	
West Central Services	Johnay	
DBA West Central Behavioral Health	Lebanon	
The Lakes Region Mental Health Center, Inc.	Laconia	
DBA Genesis Behavioral Health	Lacoma	
Riverbend Community Mental Health, Inc.	Concord	
Monadnock Family Services	Keene	
Community Council of Nashua, NH, DBA Greater Nashua	- десце	
Mental Health Center at Community Council	Nashua	
The Mental Health Center of Greater Manchester, Inc.	Manchester	
Seacoast Mental Health Center, Inc.		
Behavioral Health & Development Svs of Strafford County,	Portsmouth	
Inc., DBA Community Partners of Strafford County	Dover	
The Mental Health Center for Southern New Hampshire, DBA	<u></u>	
CLM Center for Life Management	Derry	

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (\$\$-2018-DBH-01-MENTA-04)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.					
1.1 5	State Agency Name		1.2 State Agency Address		
	Department of Health and Human Services		129 Pleasant Street		
Division for Behavioral Health		Concord, NH 03301-3857			
1.3 Contractor Name			1.4 Contractor Address		
Riverbend Community Mental Health, Inc.		PO Box 2032, 3 N. Main Street			
'\			Concord, NH 03302-2032		
		Concord, NT 03302-2032			
15	Contractor Phone	1.6 Account Number	17 Completion Date	10 7 7	
	Number		1.7 Completion Date	1.8 Price Limitation	
		05-95-92-922010-[4117, 4121,		00.55	
003-2	226-7505	2053]; 05-95-42-421010-2958;	June 30, 2019	\$853,346	
1.0	G	05-95-42-423010-7926			
1.9 Contracting Officer for State Agency			1.10 State Agency Telephone Number		
Jonathan V. Gallo, Esq., Interim Director			603-271-9246		
1.11 Contractor Signature			1.12 Name and Title of Contractor Signatory		
The Committee Signature					
Inter			Peter Evers		
	10		Plesident & CEO		
1.12 Acknowledgements State of Alexide work of M. Country of Macin and A.					
1.13 Acknowledgement: State of New Hampshill, County of Merrimack					
and the same of th					
On Jin Line before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven the person of the person identified in block 1.11, and acknowledged that s/he executed this document in the capacity					
indicates in block 1.11, and acknowledged that s/he executed this document in the capacity					
1 175 C. COMMISSION A TOTAL					
1.1 Fi Signature Spontary Public or Justice of the Peace					
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And Committee dain Grant in A					
THE TESTATE					
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory					
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	Tay Str Date 8/17 Kitas Fix Director				
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
1. , transmit of the state of t					
ŀ	By: Director, On:				
	23.		ishector, Oil.		
1.17 Approved by the Atterney General (Form Substance and Evention) (C. 1)					
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
	0 = 1/(2/N)				
	By: // Mrs / 1 On: 6/13/2017				
1.18 Approval by the Governor and Executive Council (if applicable)					
F	_ /				
	By:		On:		

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders. and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials

Date 67117

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.

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- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11,1,3,2, Definition: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
 - 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1. and/or 11.2.2. has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2. above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary:

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications:
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor,
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

21.3. Activities that may be funded:

- 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
- 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
- 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database;
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

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21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services:
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary:
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

Contractor Initials

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Exhibit A



Exhibit A

23. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. REFUGEE INTERPRETER SERVICES

24.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.

Exhibit A

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Exhibit A

25. CHILDREN'S ACT TEAM WRAPAROUND

- 25.1. The Contractor shall establish/maintain a Children's ACT team providing a specialized multidisciplinary team that provides an intensive community based services for children and families living with Serious Emotional Disturbance (SED). These intensive services include multiple visits to the child and family in settings that most effectively meet their needs, and can be as frequent as daily. The services may take place at the child's school, home or other community settings. The team is responsible for directly providing a full array of services as defined in He-M 426, and delivered, within the context of a community wraparound team which places the child and the family at the center of treatment decisions. Services defined include:
 - 25.1.1. Functional Support Services (FSS);
 - 25.1.2, Individual and Family Therapy;
 - 25.1.3. Medication Services: and
 - 25.1.4. Targeted Case Management (TCM) Services.
- 25.2. Children's ACT team services are intended for children and adolescents who meet State eligibility criteria for SED or SED with Interagency Involvement (SED-IA), as defined in Administrative Rule He-M 401. In addition, children and adolescents served by the ACT team can also present with difficulties successfully engaging in traditional treatment programs, and can present with challenging and complex treatment needs that have frequently not responded to prior treatment interventions. Children who are prioritized for ACT team services also have a history of multiple psychiatric hospitalizations, and/or frequent visits to hospital emergency departments for psychiatric crisis, and present with ongoing difficulties at school, and/or multiple interactions with law enforcement.
- 25.3. Children's ACT teams shall be comprised of nursing staff, a psychiatrist, case managers, functional support specialists, and master's level clinicians. Clinician ratio to individuals served is 1:10, no more than 1:15. The team has extended evening hours that are most conducive to the needs of the child and the family. The team is set up to either:
 - 25.3.1. Directly provides Emergency Services on call, twenty-four (24) hours a day for individuals served by the team; or
 - 25.3.2. Has a well-articulated plan to ensure the CMHC Emergency Services team is informed of the needs of any individual served by the team, is updated on pertinent changes in status, and has available to them a well-articulated crisis plan should the family request services after hours.
- 25.4. The Contractor shall notify DHHS when not in compliance with the staffing pattern or programmatic model listed in this section, and shall submit a corrective action plan.
- 25.5. ACT Teams that also utilize the NH Wraparound Model shall ensure that staff performing the wraparound facilitation and care coordination are trained and coached in the NH Wraparound Model by the DHHS approved training and coaching vendor.

26. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

26.1. DCYF funds shall be used by the Contractor to provide the following:

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Exhibit A

Date: 6/7/17



Exhibit A

- 26.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 26.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

27. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

27.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

Exhibit B

- 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Refugee Interpreter Services	\$ 5,000	\$ 5,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1.770
Emergency Services	\$ 7,708	\$ 7,708
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Assertive Community Treatment Team (ACT) - Childrens	\$140,000	\$140,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)		\$ 4,000
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Projects For Assistance In Transition From Homelessness (PATH)	\$ 36,250	\$ 36,250
Services	£404.670	£420 672
Total	\$424,673	\$428, 6 73

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.



Exhibit B

The invoice must be submitted to:

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

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for:

ACTIVITY	# OF UNITS/YR AND COST/UNIT	TOTAL
Coaching for Implementation Team & agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B, Appendix 1

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Contractor Initials

Date: 6/7/17



Exhibit B, Appendix 1

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Exhibit B. Appendix 1

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Exhibit B, Appendix 1



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SPECIAL PROVISIONS

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

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



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

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

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

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Exhibit C -- Special Provisions



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A. Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions. Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - **10.5.** The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.



- 10.6. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - **1.3.1.** The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - **6.4.** The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.



- **7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- **7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- **6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - **8.1.3.** Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees:
 - **8.1.4.** Failure to either justify or correct material findings noted in a DHHS financial review:
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement:
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - **8.1.8.** Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - **8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a subcontract or assignment;
 - **8.1.10.** Failure to attain the performance standards established in Exhibit A, Section 11:
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;

- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - **8.2.5.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - 8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - **8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.



- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.



- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA:
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - **9.5.3.4.** The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.



- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1, and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.



- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - **14.1.4.** Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - **14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services:
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - **22.1.4.** To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.



- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred:
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - **22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- **22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- **22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1, of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.



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 subcontractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about

 - 1.2.1. The dangers of drug abuse in the workplace;
 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace:
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1,4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



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

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

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

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

Contractor Name:

Name: Ret cu Ever

Title: つまつ

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2

Contractor Initials 12

Date 61717



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
- *Medicald Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

Data

Name: Cery Evers

Title: (C C C)

Exhibit E - Certification Regarding Lobbying

Contractor Initials

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Page 1 of 1

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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

- 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.
- 5. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Date

Name: Vere Ever

Title: _ _ _

Contractor Initials

Date 6/1/11



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

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

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

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

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

Exhibit G

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

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

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

Contractor Name:

Name: R

Title:

Exhibit G

Contractor Initials
Certaication of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Path-Based Organizations and Whistlettewer protectors

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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:

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

Contractor Name

Name: Pele Ever

Title: CEC

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1



HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6

Date 6/7/17



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

(2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

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

Exhibit I Contractor Initials surance Portability Act Associate Agreement

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6



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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- 9. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) <u>Termination for Cause</u>

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

(6) Miscellaneous

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

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

Department of Health and Human Services	Riverbend Community Medal Health in
The State	Name of the Contractor
25-81-2	folice
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Peter Evers
Name of Authorized Representative	Name of Authorized Representative
Director	CE0
Title of Authorized Representative	Title of Authorized Representative
<u>Ce</u> 8117	6/2/17
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

Name:

Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the

þe	ow listed questions are true and accurate.
1.	The DUNS number for your entity is: 061350915
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?
	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?
	NOYES
	If the answer to #3 above is YES, stop here
	If the answer to #3 above is NO, please answer the following:
١.	The names and compensation of the five most highly compensated officers in your business or organization are as follows:
	Name: Amount:



State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Family Services, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 64 Main Street 2nd Floor, Keene NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,702,040.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

5/23/19

Name: Katja Fox Title: Director

Monadnock Family Services

5/21/2015

Name: CZO

Acknowledgement of Contractor's signature:

State of NH, County of Chesure on 5-21-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Gigi Batzhelder, Notary
Name and Title of Notary or Justice of the Peace

GIG! A. BATCHELDER, Notary Public

My Commission Expires June 4, 2019

My Commission Expires:



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

OFFICE OF THE ATTORNEY GENERAL

<u>6/2/2019</u> Date	Named Alany J. Som Jones of Title: S. May Hay Several
I hereby certify that the forego the State of New Hampshire a	ing Amendment was approved by the Governor and Executive Council of the Meeting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name:

Title:



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 5. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite

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Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.
- 3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)

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- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 4.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 4.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

5. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 5.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 5.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 5.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.
 - 5.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 5.1.3.1. Medication-related services,
 - 5.1.3.2. Case management services
 - 5.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 5.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.

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- 5.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 5.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 5.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

6. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 6.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 6.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 6.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.
 - 6.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 6.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;

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- 6.1.3.2. Implement the solutions within forty-five (45) days.
- 6.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 6.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 6.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 6.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 6.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 6.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 6.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual has relocated out of the Contractor's designated community mental health region
 - 6.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

7. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

7.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the

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- format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 7.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 7.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 7.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 7.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 7.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 7.3.2.2. Implement such solutions within 45 days.
 - 7.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 8.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 8.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 8.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 8.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 8.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of

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receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

- 8.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 8.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 8.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 8.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 8.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

9. COORDINATED CARE AND INTEGRATED TREATMENT

9.1. PRIMARY CARE

- 9.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 9.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 9.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.

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9.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

9.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE

- 9.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 9.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 9.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 9.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
- 9.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 9.2.2.1. Assertive engagement.
 - 9.2.2.2. Motivational interviewing,
 - 9.2.2.3. Medications for substance use disorders.
 - 9.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 9.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

9.3. AREA AGENCIES

- 9.3.1. The Contractor shall—use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 9.3.1.1. Services for those dually eligible for both organizations.
 - 9.3.1.2. Transition plans for youth leaving children's services.
 - 9.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 9.3.1.4. A process for assessing individuals leaving NHH.
 - 9.3.1.5. An annual orientation for case management/intake staff of both organizations.

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Date: \(\frac{5}{2\sqrt{a}} \text{of 7} \)



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9.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

9.4. PEER SUPPORTS

- 9.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 9.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 9.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 9.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

9.5. TRANSITION OF CARE WITH MCO's

- 9.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.
- 9.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 9.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

10. CANS/ANSA OR OTHER APPROVED ASSESSMENT

10.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population,

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and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population

- 10.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
- 10.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 10.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 10.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 10.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 10.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
- 10.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
- 10.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
- 10.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.
- 10.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

11. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 11.1.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 11.1.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

12. APPLICATION FOR OTHER SERVICES

12.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing

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assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

13. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

13.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

14. QUALITY IMPROVEMENT

- 14.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 14.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 14.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 14.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 14.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.
- 14.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

15. MAINTENANCE OF FISCAL INTEGRITY

- 15.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 15.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 15.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 15.3.1. Days of Cash on Hand:
 - 15.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.

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- 15.3.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 15.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

15.3.2. Current Ratio:

- 15.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 15.3.2.2. Formula: Total current assets divided by total current liabilities.
- 15.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

15.3.3. Debt Service Coverage Ratio:

- 15.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 15.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 15.3.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 15.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 15.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

15.3.4. Net Assets to Total Assets:

- 15.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 15.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 15.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 15.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
- 15.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

15.4. In the event that the Contractor does not meet either:

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- 15.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 15.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 15.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 15.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.
 - 15.4.2.3. The Department may request additional information to assure continued access to services.
 - 15.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 15.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 15.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 15.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 15.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

16. REDUCTION OR SUSPENSION OF FUNDING

- 16.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 16.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:

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- 16.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
- 16.2.2. Emergency services to all individuals;
- 16.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
- 16.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

17. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 17.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 17.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 17.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

18. DATA REPORTING

- 18.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 18.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 18.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 18.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 18.5. General requirements for the Phoenix system are as follows:
 - 18.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 18.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

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- 18.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
- 18.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
- 18.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
 - 18.5.5.1. All data is formatted in accordance with the file specifications;
 - 18.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 18.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 18.5.6. The Contractor shall meet the following standards:
 - 18.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 18.5.6.2. <u>Completeness</u>: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
 - 18.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 18.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

19. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 19.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 19.2. Activities that may be funded:
 - 19.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:

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- 19.2.1.1. Contractors performing rewrites to database and/or submittal routines.
- 19.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
- 19.2.1.3. Software and/or training purchased to improve data collection.
- 19.2.1.4. Staff training for collecting new data elements.
- 19.2.1.5. Developing any other BMHS-requested data reporting system.
- 19.3. Other conditions for payment:
 - 19.3.1. Progress Reports from the Contractor shall:
 - 19.3.1.1. Outline activities related to Phoenix database;
 - 19.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 19.3.1.3. Include progress to meet anticipated deadlines as specified.

20. PATH SERVICES

- 20.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder, which shall include, but are not limited to:
 - 20.1.1. Outreach.
 - 20.1.2. Screening and diagnostic treatment.
 - 20.1.3. Staff training
 - 20.1.4. Case management.
- 20.2. PATH case management services shall include; but are not limited to:
 - 20.2.1. Providing assistance to eligible homeless individuals in obtaining and coordinating services, including referrals for primary health care.
 - 20.2.2. Providing assistance for eligible individuals in obtaining income support services, including, but not limited to:
 - 20.2.2.1. Housing assistance.
 - 20.2.2.2. Food stamps.
 - 20.2.3. Supplementary security income benefits.
- 20.3. The Contractor shall acknowledge that provision of PATH outreach services may require a lengthy engagement process and that eligible individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities.
- 20.4. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.

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- 20.5. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services, and shall provide housing supports as determined by the Department.
- 20.6. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 20.7. The Contractor shall 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 New Hampshire Homeless Management Information System 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.
- 20.8. Failure to submit the above reports or enter data into HMIS in a timely manner could result in delay or withholding of reimbursements until such reports are received or data entries are confirmed by the Department.
- 20.9. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals.
- 20.10. The Contractor shall ensure that each PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 20.11. As part of the PATH outreach process, the designated PATH worker shall assess each individual for immediacy of needs, and continue to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.
- 20.12. The Department reserves the option to observe PATH performance, activities and documents under this Agreement; however, these activities may not unreasonably interfere with contractor performance
- 20.13. The Contractor shall inform BHHS of any staffing changes.
- 20.14. The Contractor shall retain all records 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 there from are resolved, whichever is later.
- 20.15. The Department reserves the right to make changes to the contract service that do not affect its scope, duration, or financial limitations upon agreement between the Contractor and the Department.

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21. HOUSING SUPPORT SERVICES

- 21.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 21.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

CFDA: #93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH)

FAIN:

- 3. The Contractor agrees to provide the services in Exhibit A. Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.



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- 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 19	SFY20	SFY21
Div. for Children Youth and Families (DCYF)	######################################	Amount \$ 1,770	Amount \$ 1,770
Consultation (BCBH)	\$1,770	ψ 1,770	Ψ 1,770
Emergency Services	\$132,590	\$132,590	\$ 132,590
Assertive Community Treatment Team (ACT) -	\$225,000	\$ 225,000	\$ 225,000
Adults			
ACT Enhancement Payment – Adults	\$25,000]	Ì
Behavioral Health Services Information System	\$5,000	\$5,000	\$5,000
(BHSIS)			<u> </u>
Modular Approach to Therapy for Children with	\$4,000	\$5,000	\$5,000
Anxiety, Depression, Trauma or Conduct			
Problems (MATCH) (BCBH)			
PATH Provider (BHS Funding)	\$37,000	\$33,300	\$33,300
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Total	\$495,360	\$402,660	\$402,660

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.

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- 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults</u>): The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL	
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$225,00	
invoice based payments on invoice	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5,000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 or 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or	f	
ACT Enhancements	Responsibility for crisis services. \$25,000		

9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.

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9.8. MATCH: Funds to be used for items outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST
2020		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000
2021		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000

- 9.9. PATH Funding: Subject to change based on performance standards, HMIS compliance, SAMHSA requirements, and PATH grant requirements as outlined in Exhibit A, PATH Services.
- 9.10. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving		
supported housing services in catchment	One time payment	
area as defined in Exhibit A		\$10,000

- 9.11. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.12. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: 1. FW Date: 5/21/2019

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62930

Certificate Number: 0004518006



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of May A.D. 2019.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I,John Round, Treasurer	do hereby certify that:
(Name of the elected Officer of the A	, do hereby certify that: gency, cannot be contract signatory)
1. I am a duly elected Officer of	Monadnock Family Services
	(Agency Name)
2. The following is a true copy of the resolution	on duly adopted at a meeting of the Board of Directors of
the Agency duly held on05/21/2019 (Date)	;
RESOLVED: That theChi	
(Title	e of Contract Signatory)
	to enter into the said contract with the State and to and other instruments, and any amendments, revisions, necessary, desirable or appropriate.
3. The forgoing resolutions have not been an	nended or revoked, and remain in full force and effect as of
the _21 day ofMay, 20_19 (Date Contract Signed)	<u>-</u> ·
4. Philip Wyzik is the duly e (Name of Contract Signatory)	lectedChief Executive Officer (Title of Contract Signatory)
of the Agency.	Signature on the Elected Officer)
STATE OF NEW HAMPSHIRE	
County ofNH	
The forgoing instrument was acknowledged to	pefore me this21 day ofMay, 20_19,
ByJohn Round_ (Name of Elected Officer of the Agen	cy) Hig Batcheldel, Notary (Notary Public/Justice of the Peace)
(NOTARY SEAL)	•
GIGI A. BATCHELDER, Notary	Public
My Commission Expires June 4, Commission Expires:	4917

OP ID: JB

3,000,000

DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE

09/27/2018

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(les) 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 Brown & Brown (Merrimack) 309 Daniel Webster Highway Merrimack, NH 03054 Greg Meyer	Phone: 603-424-9901 Fax: 866-848-1223	E-MAIL ADDRESS: Certifica INSURER A : Massac	tes@BBNH urer(s) Affor husetts Ba	Ins.com MNG COVERAGE y Insurance Co	866-	NAIC # 22306 41840
Monadnock Family Services 64 Main Street Keene, NH 03431		INSURER B : Allmeric INSURER C : *Hanov INSURER D : Techno INSURER E :	er Insuranc	e Company		22292 42376
<u> </u>		INSURER F :		_,		
COVERAGES CERTIFIC	ATE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF II INDICATED. NOTWITHSTANDING ANY REQUIR CERTIFICATE MAY BE ISSUED OR MAY PERT EXCLUSIONS AND CONDITIONS OF SUCH POLICIONS	EMENT, TERM OR CONDITION AIN, THE INSURANCE AFFORD CIES, LIMITS SHOWN MAY HAVE SUBR	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY T POLICY EFF	S DESCRIBEI PAID CLAIMS. POLICY EXP	JUCUMENT WITH RESPO	TO ALL	AALICH LUIS
LTR TYPE OF INSURANCE INSR	WAYD POLICY NUMBER	(MM/ODAYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	\$	1,000,000
GENERAL LIABILITY A X COMMERCIAL GENERAL LIABILITY X	X ZDVD360398-01	09/01/2018	09/01/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	 _'\$	100,000
CLAIMS-MADE X OCCUR	:		i 	MED EXP (Any one person)	. s	10,000
., ,		l		PERSONAL & ADV INJURY	s	1,000,000
<u> -</u>				GENERAL AGGREGATE	S	3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER. POLICY PRO- X LOC			! 	PRODUCTS - COMPIOP AGG	\$ \$	included
AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	s_	1,000,00
B X ANY AUTO	AWVD360674-01	09/01/2018	09/01/2019	BODILY INJURY (Per person)	s	
ALL OWNED SCHEDULED				BODILY (NJURY (Per accident	t), S	
AUTOS AUTOS NON-OWNED AUTOS AUTOS	'			PROPERTY DAMAGE (Per accident)	s	
HIRED AUTOS AUTOS		: :		· · · · · · · · · · · · · · · · · · ·	s	
X UMBRELLA LIAB X OCCUR	<u> </u>		:	EACH OCCURRENCE	\$	2,000,000
C X EXCESS LIAB CLAIMS-MADE	UHVD360401-01	09/01/2018	09/01/2019	AGGREGATE	\$	2,000,000
DED X RETENTIONS				IMC STATIL IOTS	\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	i : ,	İ		X WC STATU- TORY LIMITS ER	Ľ.	
ANY PROPRIETOR/PARTNER/EXECUTIVE	TWC3732310	09/01/2018	09/01/2019	E.L. EACH ACCIDENT	<u>_\$</u>	500,000
(Mandatory in NH)	3A STATE: NH			E.L. DISEASE - EA EMPLOYE	E \$	500,000
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	T \$	500,000
A Human Sarvicas	ZDVD360398-01	09/01/2018	09/01/2019	Each Occ		1.000.000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) General Liability: Certificate holder is an additional insured when required by written contract. Employees & Volunteers are an additional insured.

ZDVD360398-01

See page 2 notes:

Human Services

Professional Liab

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

09/01/2018 09/01/2019 Each Occ

Aggregate

NOTEPAD:

HOLDER CODE

INSURED'S NAME Monadnock Family Services

MONAD-1 OP ID: JB PAGE 2

DATE 09/27/18

All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere

Our Mission

Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.





MONADNOCK FAMILY SERVICES, INC.

FOR THE YEARS ENDED
JUNE 30, 2018 AND 2017
AND
INDEPENDENT AUDITORS' ŘEPORT

MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2018 AND 2017

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(S.



To the Board of Directors of Monadnock Family Services, Inc. Keene, New Hampshire

CERTIFIED PUBLIC ACCOUNTANTS WOLFEBORO • NORTH CONWIN DOVER . CONCORD STRATHAM.

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities, cash flows, and functional expenses for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

<u>Auditors' Responsibility</u>

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2018. and the changes in its net assets, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 11, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 16 - 18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, Mc Dunell à Proberts Propessional Ossociation

October 5, 2018 Wolfeboro, New Hampshire

STATEMENT OF FINANCIAL POSITION JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

ASSETS

	Unrestricted		Temporarily Restricted		· ·		-	2018 <u>Total</u>	2017 <u>Total</u>
CURRENT ASSETS	<u></u>								
Cash and equivalents	\$ 1,207,709	\$	45,932	\$	-	\$ 1,253,641	\$ 1,234,852		
Accounts receivable:							4 4		
Client fees	190,060		-		-	190,060	245,406		
Medicaid and Medicare	259,762		-		-	259,762	242,189		
Insurance	60,994		-		-	60,994	85,693		
Other	113,609		-		-	113,609	50,617		
Allowance for doubtful accounts	(267,102)		-		-	(267,102)	(331,424)		
Prepaid expenses	57,163		-		-	57,163	65,043		
Due from affiliates		_				<u> </u>	6,129		
Total current assets	1,622,195	_	45,932	_		1,668,127	1,598,505		
PROPERTY									
PROPERTY Formities Setures and equipment	475,199		_		-	475,199	485,342		
Furniture, fixtures and equipment	183,790		_		-	183,790	183,582		
Vehicles	159,459		_		-	159,459	120,622		
Building and leasehold improvements		-		_			=00.516		
Total	818,448		-		-	818,448	789,546		
Less accumulated depreciation	661,425	_			<u>-</u>	661,425	<u>611,531</u>		
Property, net	157,023	-	<u>-</u> <u>-</u>		<u>-</u>	157,023	178,015		
OTHER ASSETS							000 000		
Interest in net assets of Foundation	588,197	-	159,071		81,214	828,482	633,988		
Total other assets	588,197	-	159,071	_	81,214	828,482	633,988		
Total assets	<u>\$ 2,367,415</u>	<u>1</u>	\$ 205,003	<u>\$</u>	81,214	\$ 2,653,632	<u>\$ 2,410,508</u>		
	<u>LIABILITIES AI</u>	ND I	NET ASSETS	į					
CURRENT LIABILITIES							m 400 447		
Accounts payable	\$ 69,235		\$ -	\$	-	\$ 69,235	\$ 103,447		
Accrued salaries, wages, and related							004.040		
expenses	338,323		-		-	338,323	304,210		
Refundable advance	461,097		-		-	461,097	572,811		
Other current liabilities	65,521		-		-	65,521	19,451		
Due to affiliates	18 <u>7,225</u>			_		<u>187,225</u>	144,601		
Total liabilities	1,121,401					1,121,401	1,144,520		
NET ASSETS									
Unrestricted	1,246,014		-		-	1,246,014	970,699		
Temporarily restricted			205,003		-	205,003	214,075		
Permanently restricted	-				81,214	81,214	<u>81,214</u>		
Total net assets	1,246,014		205,003	_	81,214	1,532,231	1,265,988		
Total liabilities and net assets	<u>\$ 2,367,415</u>	ŀ	\$ 205,003	\$_	81,214	<u>\$ 2,653,632</u>	\$ 2.410,508		

STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	Permanently Restricted	2018 <u>Total</u>	2017 <u>Total</u>
CHANGES IN NET ASSETS					
Public support and revenue				\$ 8,447,297	\$ 8,053,043
Program service fees	\$ 8,447,297	\$ -	\$ -	679,095	578,575
Federal funding	679,095	-	-	251,949	250,147
Donations	251,949	-	-	191,208	188,952
United Way	191,208	-	-		212,210
Local/County government	197,247	-	-	197,247	87,051
Program sales	72,424	-	-	72,424	118,687
Other public support	38,490	-	-	38,490	5,635
Rental income	2,807	-	-	2,807	3,030
Net gain on beneficial interest				404.404	50,150
in Foundation	184,879	9,615	-	194,494 9,055	15,5 <u>70</u>
Other income	9,055				9,560,020
	10,074,451	9,615	-	10,084,066	9,000,020
Net assets released from restriction	<u>18,687</u>	(18,687)		_	
Total public support and revenue	10,093,138	(9,072)	-	10,084,066	9,560,020
Expenses					
Program services				0.400.500	0 227 201
Children & adolescents	2,186,563	-	-	2,186,563	2,327,381
Multi-service team	1,507,656	-	-	1,507,656	1,464,431
ACT team	858,393	-	-	858,393	721,194
Other non-BBH	764,1 41	-	-	764,141	889,734
Emergency services/assessment	704,342	-	-	704,342	646,191
Maintenance	699,037	-	-	699,037	744,086
Community residence	439,231	-	-	439,231	400,255
Older adult services	431,845	-	-	431,845	324,549
Intake	262,311	-	-	262,311	243,282
Supportive living	174,787	-	-	174,787	176,104
Non-eligibles	148,998	-	-	148,998	120,586
Vocational services	116,884	-	-	116,884	124,503
Community education & training	56,446	-	-	56,446	89,958
Restorative partial hospital	52,123	-	-	52,123	51,814
Supporting activities					
Administration	1,415,066			<u>1,415,066</u>	956,833
Total expenses	9,817,823		<u> </u>	9,817,823	9,280,901
CHANGES IN NET ASSETS	275,315	(9,072) -	266,243	279,119
NET ASSETS, BEGINNING OF YEAR	970,699	214,075	81,214	1,265,988	986,869
NET ASSETS, END OF YEAR	<u>\$_1,246,014</u>	\$ 205,003	<u>\$ 81,214</u>	<u>\$ 1,532,231</u>	<u>\$ 1,265,988</u>

STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Unrestricted	Temporarily Restricted	Permanently Restricted	2018 <u>Total</u>	2017 <u>Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES					r 270.440
Change in net assets	\$ 275,315	\$ (9,072)	\$ -	\$ 266,243	\$ 279,119
Adjustments to reconcile change in net assets					
to net cash from operating activities:				22.442	00.454
Depreciation and amortization	66,140	-	-	66,140	68,151
Change in allowance for doubtful accounts	(64,322)	-	-	(64,322)	(32,839)
Gain on beneficial interest				(101.404)	(EO 4EO)
in Foundation	(184,879)	(9,615)	•	(194,494)	(50,150)
Gain on sale of property	-	-	-	-	(250)
(Increase) decrease in assets:				(500)	044 707
Accounts receivable	(520)	-	-	(520)	211,707
Prepaid expenses	7,880	-	-	7,880	(16,726)
Increase (decrease) in liabilities:				(0.4.0.4.0)	0.004
Accounts payable	(34,212)	-	-	(34,212)	6,321
Accrued salaries, wages,					202
and related expenses	34,113	-	-	34,113	632
Refundable advance	(111,714)	-	-	(111,714)	508,381
Other current fiabilities	46,070		<u> </u>	46,070	(26,633)
NET CASH PROVIDED BY (USED IN)				45 404	047 742
OPERATING ACTIVITIES	33,871	(18,687)	_	<u>15,184</u>	947,713
CASH FLOWS FROM INVESTING ACTIVITIES				40.750	455 400
Increase in due to affiliates, net	48,753	-	-	48,753	155,133
Procedes from sale of property	-	-	-	- (45.445)	250
Property and equipment additions	(45,148)			(45,148)	(78,662)
NET CASH PROVIDED BY INVESTING ACTIVITIES	3,605			3,605	76,721
CASH FLOWS FROM FINANCING ACTIVITIES					
Repayments on demand notes payable					(150,000)
NET CASH USED IN FINANCING ACTIVITIES					(150,000)
AND WAREHOM (DEODERCE) IN CACH					
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	37,476	(18,687) -	18,789	874,434
AND EQUIVALENTS	0.,	, ,	,		
CASH AND EQUIVALENTS, BEGINNING OF YEAR	1,170,233	64,619	<u>.</u>	1,234,852	360,418
CASH AND EQUIVALENTS, END OF YEAR	<u>\$ 1,207,709</u>	\$ 45.932	<u>\$</u>	<u>\$ 1.253.641</u>	<u>\$ 1.234,852</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:				\$ 422	\$ 3.131
Cash paid for interest					

STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

<u></u>	<u>faintenance</u>	Children & Adolescents	Older Adult <u>Services</u>	<u>Intake</u>	Emergency Services/ Assessment	Restorative Partial <u>Hospital</u>
PERSONNEL COSTS				A 470.070	¢ 479.730	\$ 32,848
Salaries and wages	\$ 470,700	\$ 1,413,182	\$ 305,054	\$ 179,079	\$ 478,729 115,123	32,646 15,426
Employee benefits	90,023	350,686	46,703	38,743	34,7 6 1	1,941
Payroll taxes	34,641	103,798	22,519	13,421	34,701	1,541
PROFESSIONAL FEES			205	404	3,770	
Substitute staff	10,169	8,189	295	191	2,504	190
Audit fees	3,078	9,838	1,713	1,396	2,50 4 192	61
Legal fees	710	3,651	651	57	34	01
Other professional fees	2,206	945	-	-	34	-
STAFF DEVELOPMENT AND TRAINING		_		20	25	
Journals and publications	34	345	26	33	25 67	•
In-service training	72	112		-	753	165
Conferences and conventions	3,110	2,267	741	849		103
Other staff development	430	2,133	93	125	323	-
OCCUPANCY COSTS					00.404	94
Rent	46,289	133,513	21,256	13,565	32,494	31
Heating costs	-	2,138	-	238	-	-
Repairs and maintenance	898	668	534	350	848	8
Other occupancy costs	6,900	21,773	3,126	2,590	4,683	74
CONSUMABLE SUPPLIES						77
Office supplies and equipment	2,785	4,551	1,501	1,317	2,398	77
Building and household	558	478	318	265	535	69
Educational and training	-	358	-	-	-	-
Food	383	7,381	391	212	299	-
Medical supplies	598	268	6,030	4	613	28
Other consumable supplies	1,929	3,566	735	496	1,777	62
DEPRECIATION	1,552	4,798	856	713	1,279	81
EQUIPMENT RENTAL	1,692	6,567	725	1,428	538	40
EQUIPMENT MAINTENANCE	546	1,687	320	276	439	27
ADVERTISING	215	283	81	104	72	5
PRINTING	155	485	41	30	73	1
TELEPHONE	8,539	29,333	4,999	3,958	9,876	448
POSTAGE	968	2,716	370	211	608	10
TRANSPORTATION						
Staff	1,518	37,840	8,683	260	5,108	198
Clients	186	632	103	-	31	-
ASSISTANCE TO INDIVIDUALS						
Client services	7	7,222	1	3	4	-
INSURANCE		•				
Malpractice and bonding	4,335	10,364	2,137	948	3,776	132
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	3,156	10,048	1,715	1,391	2,543	194
MEMBERSHIP DUES	248	-	26	38	-	-
•		-	-	-	-	-
INTEREST EXPENSE	_	_	-	-	-	-
CONTRIBUTION EXPENSE	407	4,748	102	<u>20</u>	67	
OTHER TOTAL FUNCTIONAL EXPENSES	\$ 699.037	\$ 2,186,563	\$ 431.845	\$ 262.311	<u>\$ 704.342</u>	\$ 52.12 <u>3</u>

See Notes to Financial Statements

STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

WILLERS	·	MINISTRICE		ACT	Community	Supportive
	Vocational	Nam Eligibles	Multi-Service Team	Team	Residence	Living
	Services	Non <u>-Eligibles</u>	<u> 100111</u>			
PERSONNEL COSTS			* 005.500	\$ 579,827	\$ 287,746	\$ 5,881
Salaries and wages	\$ 70,577	\$ 97,881	\$ 935,566	\$ 579,827 93,354	\$ 287,746 69,631	2,386
Employee benefits	15,135	27,841	202,777	93,354 41,903	21,305	406
Payroll taxes	5,175	7,128	68,554	41,803	21,500	400
PROFESSIONAL FEES			45.004	727	495	164,439
Substitute staff	967	57	15,034	3,968	1,800	78
Audit fees	364	586	6,738	1,131	537	462
Legal fees	96	124	1,896	1,131	5	
Other professional fees	7	-	68,073	-	3	_
STAFF DEVELOPMENT AND TRAINING			054	454	4	
Journals and publications	5	4	651	154	10	_
In-service training	14	-	217	4 550	424	3
Conferences and conventions	139	287	4,318	4,558		3
Other staff development	26	302	416	85	119	-
OCCUPANCY COSTS			_		7 440	254
Rent	16,418	6,704	61,196	65,852	7,449	351
Heating costs	-	-	-	-		-
Repairs and maintenance	66	141	997	1,303	1,269	4
Other occupancy costs	702	1,022	9,845	10,815	2 61	71
CONSUMABLE SUPPLIES						
Office supplies and equipment	314	525		3,496	808	41
Building and household	21	101	539	766	3,490	4
Educational and training		-	- 150	-	-	•
Food	171	92	2,592	710	19,340	3
Medical supplies	1 1 9	1	2,362	69	974	-
Other consumable supplies	263	310	6,496	1,802	687	77
DEPRECIATION	172	28	3,092	1,999	3,993	41
EQUIPMENT RENTAL	76	626	3,483	854	378	16
EQUIPMENT MAINTENANCE	68	117	7 1,372	727	2,333	6
ADVERTISING	36		9 383	241	90	2
PRINTING	17		9 398	105	34	14
	2,366			16,005	7,794	130
TELEPHONE	59				211	98
POSTAGE	00		- '			
TRANSPORTATION	2,366	1,32	3 29,095	10,894	1,046	46
Staff	2,000	, ,,52	- 110		687	-
Clients	_					
ASSISTANCE TO INDIVIDUALS	53	.	1 24,158	8,829	59	-
Client services	53	•	24,100			
INSURANCE	con	39	8 11,273	3 2,718	1,531	61
Malpractice and bonding	693) 55	- 111		992	_
Vehicles	070	- 5 58				93
Comprehensive property and liability	378	=			.,,	_
MEMBERSHIP DUES		- 61	1/2			_
INTEREST EXPENSE		-	-		- -	_
CONTRIBUTION EXPENSE		-	- 12 833	3 326	1,944	74
OTHER	23	<u> </u>	12 833			· - · · ·
TOTAL FUNCTIONAL EXPENSES	<u>\$ 116.884</u>	<u>4 \$ 148.9</u> 9	98 \$ 1 ,507,656	<u>6 \$ 858.393</u>	<u>\$ 439,231</u>	<u>\$ 174,787</u>

STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total <u>Programs</u>	<u>Administration</u>	2018 <u>Totals</u>	2017 <u>Totals</u>
PERSONNEL COSTS	<u>rrannig</u>	1101. 22.1			 _	
Salaries and wages	\$ 41,398	\$ 398,588	\$ 5,297,056	\$ 604,669	\$ 5,901,725	\$ 5,514,068
Employee benefits	3,887	81,019	1,152,734	116,516	1,269,250	1,349,111
Payroll taxes	3,228	29,604	388,384	44,648	433,032	404,046
PROFESSIONAL FEES	-,					
Substitute staff	_	_	204,333	285	204,618	232,457
Audit fees	360	2,950	35,563	2,536	38,099	37,800
Legal fees	_	407	9,975	5,106	15,081	6,955
Other professional fees	_	15,964	87,234	47,797	135,031	63,799
STAFF DEVELOPMENT AND TRAININ	IG					
Journals and publications	_	616	1,897	1,460	3,357	2,447
In-service training	-	-	492	-	492	747
Conferences and conventions	-	912	18,526	2,119	20,645	26,339
Other staff development	51	586	4,689	1,217	5,906	3,691
OCCUPANCY COSTS						
Rent	3,788	65,088	473,994	100,780	574,774	576,685
Heating costs	-	-	2,376	-	2,376	-
Repairs and maintenance	-	1,400	8,486	518	9,004	5,692
Other occupancy costs	559	3,699	66,120	21,669	87,789	78,707
CONSUMABLE SUPPLIES						
Office supplies and equipment	120	3,153	28,062	7,086	35,148	46,721
Building and household	97	1,842	9,083	612	9,695	12,003
Educational and training	_	-	508	-	508	102
Food	-	17,206	48,780	279	49,059	55,748
Medical supplies	32	879	11,977	-	11, 9 77	9,535
Other consumable supplies	81	8,973	27,254	12,355	39,609	31,802
DEPRECIATION	179	41,042	60,078	6,062	66,140	68,151
EQUIPMENT RENTAL	90	617	17,130	2,390	19,520	20,748
EQUIPMENT MAINTENANCE	19	827	8,764	26,049	34,813	29,780
ADVERTISING	10	4,834	6,405	33,413	39,818	45,500
PRINTING	-	6,567	7,939	1,040	8,979	5,627
TELEPHONE	1,693	13,047	129,097	14,149	143,246	114,140
POSTAGE	3	2,800	10,864	1,697	12,561	11,432
TRANSPORTATION						
Staff	279	1,457	100,113		106,476	103,825
Clients	-	22,598	24,595	797	25,392	27,366
ASSISTANCE TO INDIVIDUALS						
Client services	-	3,859	44,196	-	44,196	52,861
INSURANCE						
Malpractice and bonding	193	2,038	40,597		42,401	72,397
Vehicles	-	2,976	4,079		4,079	8,491
Comprehensive property and liability	379	3,318	36,413		39,162	50,968
MEMBERSHIP DUES	-	331	1,427		3,759	5,819
INTEREST EXPENSE	-	-	-	422	422	3,131
CONTRIBUTION EXPENSE	-	-	-	325,000	325,000	150,000
OTHER	<u></u>	24,944	33,537	21,147	54,684	52,210
TOTAL FUNCTIONAL EXPENSES	\$ <u>\$ 56,446</u>	\$ 764.141	\$ 8,402,75 <u>7</u>	7 <u>\$ 1,415,066</u>	\$ 9,817,823	<u>\$ 9,280.901</u>

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services, Inc. (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other assets and liabilities.

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

<u>Unrestricted</u>: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

<u>Temporarily Restricted</u>: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Organization.

<u>Permanently Restricted</u>: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to product income for general or specific purposes.

As of June 30, 2018 and 2017, the Organization had unrestricted, temporarily restricted and permanently restricted net assets.

Accounting Estimates

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

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as unrestricted.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$66,140 and \$68,151 for the years ended June 30, 2018 and 2017, respectively.

Accrued Earned Time

The Organization has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

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

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

Functional Allocation of Expenses

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

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

- **Level 1** Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.
- **Level 2** Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.
- **Level 3** Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 3).

Income Taxes

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

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

3. INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others. The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was \$832,126 and \$644,146 at June 30, 2018 and 2017, respectively. The cost basis of the Foundation's assets was \$806,069 and \$605,963 at June 30, 2018 and 2017, respectively.

4. DEMAND NOTES PAYABLE

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The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2019. The maximum amount available at June 30, 2018 and 2017 was \$250,000. At June 30, 2018 and 2017 the interest rate was stated at 6.50% and 5.75%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 9). There was no balance outstanding at June 30, 2018 and 2017.

The Organization maintains a demand note payable with a bank that expires in February of 2019. The maximum amount available at June 30, 2018 and 2017 was \$150,000. At June 30, 2018 and 2017 the interest rate was stated a 5.75% and 5%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 9) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 9). There was no balance outstanding at June 30, 2018 and 2017.

5. RESTRICTIONS ON NET ASSETS

The temporarily restricted net assets consist of a beneficial interest in a foundation, and a contribution received by the Organization that had not been spent for the specified purpose of the donor as of June 30, 2018 and 2017. The permanently restricted net assets consist of a beneficial interest in a foundation.

6. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year of employment. The Organization's discretionary contributions to the plan for the years ended June 30, 2018 and 2017 were \$49,522 and \$69,008, respectively.

7. CONCENTRATION OF RISK

N.

For the years ended June 30, 2018 and 2017 approximately 76% of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

Medicaid receivables comprise approximately 42% and 51% of the total accounts receivable balances at June 30, 2018 and 2017, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 4.

8. OPERATING LEASE OBLIGATIONS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated \$594,294 and \$597,433 for the years ended June 30, 2018 and 2017, respectively.

The approximate future minimum lease payments on the above leases are as follows:

Year Ending <u>June 30</u>	Amoun	<u>t</u>
2019	\$ 12,3	72
2020	1,8	60
2021	9	<u>30</u>
Total	<u>\$15,1</u>	<u>62</u>

See to Note 9 for information regarding a lease agreement with a related party.

9. RELATED PARTY TRANSACTIONS

Monadnock Family Services, Inc. is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

Related Party

Monadnock Community Service Center, Inc.

Function

Provides real estate services and property management assistance.

Monadnock Regional Foundation for Family Services, Inc.

Endowment for the benefit of Monadnock Family Services, Inc.

Monadnock Family Services, Inc. has transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

Due from Affiliate

At June 30, 2017, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of \$6,129. At June 30, 2018 there were no amounts due from affiliates. There are no specific terms of repayment and no stated interest.

Due to Affiliate

At June 30, 2018 and 2017 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of \$123,853 and \$144,601, respectively. At June 30, 2018 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of \$63,372. There was no amount due to Monadnock Regional Foundation for Family Services, Inc. at June 30, 2017. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$556,500 for the years ended June 30, 2018 and 2017.

Contribution

During the years ended June 30, 2018 and 2017 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of \$125,000 and \$150,000, respectively. During the year ended June 30, 2018 the Organization made a contribution to Monadnock Regional Foundation of Family Services, Inc. in the amount of \$200,000. No contribution was made for the year ended June 30, 2017.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated \$64,724 and \$63,551 for the years ended June 30, 2018 and 2017, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Demand Notes Payable

The Organization maintains a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc.

During January 2013, the Organization entered into a demand note payable agreement with Monadnock Regional Foundation for Family Services, Inc. The demand note payable consisted of an outstanding amount of \$150,000 with an interest rate of 2.10%. During the year ended June 30, 2017 the note was repaid in full. Interest expense under the demand note payable for the year ended June 30, 2017 was \$2,100.

The Organization maintains a demand note payable agreement with a bank that Monadnock Community Service Center, Inc. has pledged real estate and assigned leases and rents to secure.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

10. CONTINGENCIES

Grant Compliance

The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2018.

11. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2018 and 2017. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated \$826,500 and \$992,651, respectively.

12. <u>RECLASSIFICATIONS</u>

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

13. SUBSEQUENT EVENTS

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial October 5, 2018, the date when the financial statements were available to be issued.

SCHEDULE OF FUNCTIONAL REVENUES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Maintenance</u>	Children & Adolescents	Older Adult <u>Services</u>	<u>Intake</u>	Emergency Services/ Assessment	Restorative Partial <u>Hospital</u>
Program fees:						
Net client fees	\$ 25,715	\$ 39,756	\$ 4,846	\$ 4,777	\$ 6,912	\$ (3,938)
Medicaid	350,240	3,237,780	413,364	34,056	163,093	64,954
Medicare	175,802	1,325	2,375	370	11,991	-
Other insurance	65,599	98,200	259	14,344	48,699	
Other program fees	-	70	-	-	-	-
Program sales:						
Service and production	-	250	-	-	200	-
Public support:						
United Way	-	16,131	-	37,519	37,519	-
Local/county government	-	37,668	-	106,244	30,000	-
Donations	1,000	6,574	-	-	-	-
Other public support	-	1,429	1,470	-	-	-
Federal funding:						
Other federal grants	-	36,762	-	-	-	-
PATH	-	-	-	-	36,938	-
Bureau of Behavioral Health	1,040	811	-	-	132,590	-
Rental income	-		-	-	-	-
Net gain on beneficial						
interest in Foundation	-	-		-	-	-
Other	135	1,031	1,470	29	35	-
TOTAL FUNCTIONAL REVENUES	<u>\$_619,531</u>	\$ 3,477,787	\$ 423.784	\$ 197.339	<u>\$ 467.977</u>	\$ 61.016

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SCHEDULE OF FUNCTIONAL REVENUES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocat Serv		Non	ı-Eligibl <u>es</u>		ti-Service <u>Team</u>		ACT <u>Team</u>		mmunity esidence		ipportive <u>Living</u>
Program fees:												
Net client fees	\$	(397)	\$	13,632	\$	48,344	\$	5,732	\$	4,055	\$	379
Medicaid	8	3,773		8,479	1	,916,861		499,802		350,208		364,024
Medicare		1,835		579		28,007		27,148		1,309		-
Other insurance		398		25,229		14,935		13,607		284		-
Other program fees		-		-		1,390		70		25,875		-
Program sales:												
Service and production		-		-		7,250		-		-		-
Public support:												
United Way		-		25,993		-		-		-		-
Local/county government		-		5,000		-		-		-		
Donations		-		-		-		1,730		-		-
Other public support		-		-		-		-		-		-
Federal funding:												
Other federal grants		-		-		145,941		-		-		-
PATH		-		-		-		-		-		-
Bureau of Behavioral Health		-		-		-		225,000		-		-
Rental income		-				-		-		682		-
Net galn on beneficial												
interest in Foundation		-		-		-		-		_		-
Other		8		51		2,896	_	716	_	•	_	<u>-</u>
TOTAL FUNCTIONAL REVENUES	\$ 8	35.617	\$	78,963	\$.2	165,624	\$	773,805	\$	382.413	<u>\$</u>	364.403

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SCHEDULE OF FUNCTIONAL REVENUES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other <u>Non-BBH</u>	Total <u>Programs</u>	<u>Administration</u>	2018 <u>Totals</u>	2017 <u>Totals</u>	
Program fees:							
Net client fees	\$ 35	\$ 86,311	\$ 236,159	\$ -	\$ 236,159	\$ 283,946	
Medicaid	-	152,567	7,639,201	-	7,639,201	7,221,241	
Medicare	-	-	250,741	-	250,741	219, 66 7	
Other insurance	-	12,207	293,761	-	293,761	295,871	
Other program fees	_	30	27,435	-	27,435	32,318	
Program sales:							
Service and production	-	-	7,700	64,724	72,424	87,051	
Public support:							
United Way	10,108	63,938	191,208	-	191,208	188,952	
Local/county government	6,176	-	185,088	12,159	197,247	212,210	
Donations	100	239,970	249,374	2,575	251,949	250,147	
Other public support	28,199	2,504	33,602	4,888	38,490	118,687	
Federal funding:							
Other federal grants	-	100,013	282,716	-	282,716	166,658	
PATH	-	-	36,938	_	36,938	37,000	
Bureau of Behavioral Health	-	-	359,441	•	359,441	374,917	
Rental income	-	2,125	2,807	-	2,807	5,635	
Net gain on beneficial							
interest in Foundation	-	-	-	194,494	194,494	50,150	
Other		1,710	8,081	974	9,055	15,570	
TOTAL FUNCTIONAL REVENUES	\$ 44.618	\$ 661,37 <u>5</u>	\$ 9,804,252	\$ 279.814	\$ 10,084,066	\$ 9.560.020	

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Monadnock Family Services Board of Directors

	2018 / 2019
<u>CHAIR</u> Mike Chelstowski	
VICE CHAIR Sharon Price Stout	
TREASURER John Round	
SECRETARY Ann Heffernon	
ASST SECRETARY Jean Kilham	
Diane Croteau	
Brian Donovan	
Susan Doyle	
JoAnn Fenton	
Julie Green	
Sharman Howe	
Molly Lane	
Aaron Moody	
Alfred John Santos	
Lucy Shonk	
Winston Sims	
Andrew Weglinski	
Louise Zerba	

Philip F. Wyzik MA

EXPERIENCE:

Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)

Chief Executive Officer

Responsible for all aspects of the leadership of a community mental health center in Cheshire County. Services focus on clientele considered eligible for state supported care, outpatient behavioral health counseling, prevention services and adult care for seniors. Vice Chair of Leadership Council for a Healthy Monadnock, Board member Monadnock Collaborative.

Certified instructor Mental Health First Aid, July 2014 -2017; Youth, September 2016

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109 **President and CEO** (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a \$9 million dollar private not for provide mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766 Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

Program development and performance management: responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility for

the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College Faculty Member (November 2000 to 2010)

Teaching HLTC 600 Continuous Quality Improvement, HLTC 629 Legal and Ethical Issues in Health and Human Services, and HLTC 627 Financing and Reimbursement in Healthcare, and HLTC 550 The US Healthcare Industry (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609 **Director of Rehabilitation** (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609 **Substance Abuse Counselor** (5-83 to 12-84) Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604

Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.

Teacher (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.

Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)
Board of Director, October 1998 to 2000 [approximately]
Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)
Board of Director, 1992 thru 1997 [approximately]
Lebanon Riverside Rotary
Club member, chair of International Services Committee, 1992 thru 1996
Keene Elm City Rotary, 2014 to present

EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984

Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester,
Ma. 1978

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover NH, Spring 2004
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002

• "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development

PUBLICATIONS:

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W. Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press)

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategics for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003

Wyzik L, "Grassroots Armada for Suicide Prevention" Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005

"Tragedy Casts Attention on Montal Illness" Keene Scntinel, January 4, 2013, op ed.

"Mental Health Care is a part of health care" Keene Sentinel, March 19, 2013, op ed.

"There is Room for Medicaid Expansion" Keene Sentinel, June 2, 2013, op ed.

"No Medicaid Expansion Strains Mental Health Services" Fosters Daily Democrat, December 25, 2013, op ed.

"The Story that Changed Christmas" Monadnock Ledger Transcript, December 26, 2013, op ed.

"What we know and what we don't know" Ledger Transcript, May 17, 2016

"Suicide leaves Lifelong pain in its wake" Keene Sentinel,

"When Death looks Better that Life," Keene Sentinel, Sept 4, 2018

"Another Reason to Stress about Stress," New Hampshire Business Review, October 2018

"Is your Workplace a Threat Place" The Business Journal, October 2018

AWARDS:

Named <u>Administrator of the Year</u>, October 1994, by the New Hampshire Alliance for the Mentally Ill.

PRESENTATIONS:

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July28, 1999
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997
- "From Day Treatment to Vocational Services," New England IAPSRS Conference, June 1995
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994

REFERENCES:

Neugeboren, J, Transforming Madness, William Morrow and Co, 1999, pgs 153-154, 157-159, 163, 164, 170

Personal references furnished upon request.

Confidential Resume of

Gigi Batchelder

To obtain a professional position which challenges my human resource, managerial, accounting and technical skills

8/09-present

Monadnock Family Services

Keene, NH

Work History

10/12 - present Chief Financial Officer

Controller position and CFO position was recently combined. In addition to the Controller responsibilities, I am now a
member of the Sr Staff, work directly with the Board of Directors and under the direct supervision of the Chief
Executive Officer.

8/09 - 10/12 Controller

- Manage & direct all accounting & support functions for three non-profit entities; supervise a staff of twenty-four;
 Departments include: Payroll, Accounts Payable, Accounts Receivable, Grants Management, Business/Facilities
 Management, & All Support functions in six locations
- Provide monthly financial statements to CFO; quarterly reports to the State; attend monthly Board Operations Committee meetings; present financials in the absence of the CFO
- Prepare annual fiscal budgets with the CFO for both the State Medicaid and Internal Operations
- Meet with Department Heads & Directors to review budgets & financials
- Coordinate and assist the Annual Independent Audit for all three non-profits; review and file 990
- Manage all agency grants including reporting & audits
- Manage organization cash flow & lines of credit; Property tax abatements, maintain agency corporate files & legal documents
- Co-lead implementation of new Electronic Medical Records system
- Assist CFO with banking relationships, grant presentations, facilities management, review agency contracts, corporate insurances; policy revisions, attend CFO CMHC quarterly meetings

4/01-8/09 Fenton Family Dealerships

East Swanzey, NH

Human Resources Manager 1/08-current

- Coordinate employee benefits for all Fenton Family Dealerships 170+ employees, including new employee orientations, health & dental insurances, STD & LTD, 401k, and more
- Provide backup support for payroll for 170 employees
- Review and revise employee handbook on a biannual basis, make recommended changes, review with attorney
- Screen applicants for fit with open positions; review profile testing with hiring managers; conduct orientations
- Complete biannual Safety Summary and chair company Safety Committee
- Chair the Monadnock United Way fundraiser increased employee contributions by 100%
- Design and publish monthly employee newsletter to raise employee morale and inter-company communication
- Organize employee training, plan & put on company special events
- Provide Administrative Support to owner

Office Manager & Human Resource Manager 4/01 - 1/08

- Financial/Fiscal Responsible for all accounting functions for Hyundai Dealership including timely reporting of monthly financial statements, title research, accounts payable, accounts receivable, etc.
- Office Management Responsible for supervision of accounting personnel, maintaining equipment and
 office supplies, publishing flyers and mailers, etc.
- Human Resources completed the above human resource responsibilities for 120 employees

8/06 - present GB Office Solutions, LLC Nelson, NH

Office Management Services/Grants Management/ Bookkeeping

- Provide full service bookkeeping service to several clients including retail, non-profit and individuals
- P/R, A/P, AIR, Grants management, Audit preparation and graphic arts design

1/01 – 8/06 Stonewall Farm, (a nonprofit education center) Keene, NH

Business Manager

- Financial/Fiscal Budgeting for six departments, financial reporting all General Ledger entries, account analysis & distribution of reports; responsible for all A/P & A/R; presentations to Board of Directors
- Personnel payroll for 30+ employees, payroll taxes, 941/943 reporting, produced a personnel manual, manage health insurance enrollment and selection of carrier
- Data Management oversee, manage, and programming of database system using FileMaker Pro for 1200+ members, donors & volunteers; monitor membership for renewal, bulk mailings
- Office Management supervise 4 employees, equipment purchases/maintenance including computer systems, telephone systems, building maintenance; landlord for residents; coordinate facility rentals
- Gift Shop make wholesale purchases and monitor sales of gift shop inventory

11/84-11/88 Eastern Mountain Sports

Peterborough, NH

Accounting Department

- 219641/88 Accounting Supervisor supervised A/P clerks, prepared monthly journal entries, analysis of balance sheet accounts, monitored letter of credit activity, review sales/use & payroll taxes
- 9/85-2/86 Accounting Clerk bank reconciliations, AIR, analysis, NSF check collection, sales/use taxes
- 11/84-9/85 Accounts Payable Clerk processed vendor payments, verified inventory reports

Plymouth State College — MBA Graduate Certificate in "The Human Side of Enterprise" 5/08

Education

- Franklin Pierce College Bachelor of Science major in Management, minor in Accounting, Graduated 5/91
- Mount Wachusett Community College Associates of Science in Business Technology, Graduated 5/86
- Recent seminars: Human Resources Series; Avoiding Sexual Harassment in the Workplace; Dealing Effectively with Unacceptable Employee Behavior; Employment Law, Financial Reporting for Franchised Organizations, 1099 Laws;

Skill

- Experience with PC, Macintosh & Mainframe computer systems, QuickBooks, Microsoft Office, Word, Outlook, PowerPoint, Excel, WordPerfect, Reynolds & Reynolds Automotive Software, LWSI, and various other programs.
- Notary of Public; Justice of the Peace
- · Red Cross CPR & First Aid Certified
- QuickBooks ProAdvisor

Past involvement in: UNH Cooperative Extensions Advisory Council Member; 4-H Leader, Boy Scouts Leader & Committee member; Farm Bureau Board Member; Miracles in Motion Volunteer, Nelson Agricultural Commission: Hundred Nights Board Treasurer

Other Interests

· My family, farming and horse back riding

References

Available Upon Request

CURRICULUM VITAE

Marianne Marsh, MD

Licensure and Certification:

State of New Hampshire - Medical License - #10054 State of Vermont - #42-8302 (inactive) State of Maine - #013197 (inactive)

Diplomat in Psychiatry, American Board of Psychiatry and Neurology April 1996, Renewed 2007, Certificate #42545

Education and Training:

Psychiatry Residency Medical Center Hospital of Vermont/University of Vermont July 1990 - June 1993

Chief Resident, June 1992 - May 1993
 Duties included: administrative, lisison and teaching both medical students and residents

Medical/Psychiatric Internship New England Medical Center/Tufte University July 1989 - June 1990

University of Vermont College of Medicine MD, May 1989

University of California, Davis BS in Nutrition Science with High Honors, 1985

Current Employment:

Monadnock Family Services Keene, NH Medical Director October 2012 - present

Hospital Privileges:

Monadnock Community Hospital (Provide on-call coverage)

Past Employment and Professional Activities:

West Central Behavioral Health Claremont, NH Staff Psychiatrist, June 2010 - September 2012 Adjunct Faculty, Dartmouth Medical School

Monadnock Family Services
Keene, NH
Staff Psychiatrist, July 1997 - August 2000
Associate Medical Director, September 2000 - May 2010
Psychiatrist for Dialectical Behavioral Therapy program
Sabbetical and ongoing work integrating primary care with mental health care in the Monadnock region
Awards: "Guppy" (Grace Under Pressure) Award 2006

Tom Dwayne Mental Health Leadership Award 2009

Board of Directors
AIDS Services for the Monadnock Region
1997 - 2000

Beech Hill Hospital Consulting Psychiatrist July 1997 - May 1998

Northeast Kingdom Mental Health Services, Inc.
Staff Psychiatrist, June 1994 - December 1995
Medical Director, January 1996 - June 1997
U.S. Public Health Service - National Health Service Corps

Private Practice in Psychiatry Burlington, VT July 1993 - July 1997

Clinical Faculty Member Heisersity of Vermont Department of Psychiatry July 1993 - June 1997

Board of Directors, State of Vermont HIV/AIDS Care Consortium Mental Health Task Force April 1996 - June 1997

Community Health Plan
Part-time consulting psychiatrist
June 1993 - May 1994

Bangor Mental Health Institute
Psychiatric and medical coverage for state hospital and psychiatric nursing home
July 1991 - December 1993

Vermont State Hospital On-Call Physician 1991 - 1992

Society Memberships:

American Psychiatric Association
American Association for Community Psychiatry
Physicians for Social Responsibility
American Association of Physicians for Human Rights

Publication:

Marsh, Marianne; "Feminist Psychopharmacology: An Aspect of Feminist Psychiatry."; Psychopharmacology from a Feminist Perspective (Ed: Jean Hamilton, et al); Harrington Park Press/The Haworth Press, Inc., 1995, pp. 73-84.

References available upon request.

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Philip Wyzik	Chief Executive Officer	144,835	0	0
Gigi Batchelder	Chief Financial Officer	98,360	0	0
Marianne Marsh	Chief Medical Officer	227,183	0	0
				<u> </u>



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301

June 66% Approved

Date

Marn #

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into sole source Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 2 of 3

EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State
 regulations applicable to the State mental health system, including NH Administrative Rules
 He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and
 Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M
 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council
Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Approved by:

Jeffrey A. Meyers Commissioner

NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS SFY 2018-2019 FINANCIAL DETAIL

3.2% General F	unds; 11.65% Fede	U OF MENTAL HEALTH SERVICE ral Funds; .15% Other	CFDA# FAIN	93.778 1705NH5MAP Vendor # 177222
orthern Human		Class Title	Job Number	Amount
Fiscal Year	Class / Account	Contracts for Program Services	TBD	379,249
2018	102/500731	Contracts for Program Services	TBD	379,249
2019	102/500731	Sub Total		758,498
				Vendor # 177654
est Central Sv	cs, Inc., DBA West E	Behavioral Health	Lab Niverbook	Amount
Fiscal Year	Class / Account	Class Title	Job Number	322,191
2018	102/500731	Contracts for Program Services	TBD	322,191
2019	102/500731	Contracts for Program Services	TBD	644,382
		Sub Total		044,302
ha Lakas Bagi	on Mental Health Cel	nter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480_
Fiscal Year	Class / Account	Class Title	100 Mailloci	Amount
2018	102/500731	Contracts for Program Services	TBD	328,11
	102/500731	Contracts for Program Services	TBD	328,11
2019	102/300/31	Sub Total		656,230
				Vendor # 177192
Riverbend Com	munity Mental Health	ı, Inc.	Job Number	Amount
Fiscal Year	Class / Account	Class Title	TBD	381,65
2018	102/500731	Contracts for Program Services	TBD	381,65
2019	102/500731	Contracts for Program Services	100	763,30
		Sub Total		
Monadnock Fai	mily Services	<u></u>		Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number_	Amount
2018	102/500731	Contracts for Program Services	TBD	357,59
2019	102/500731	Contracts for Program Services	TBD	357,59
2019	102/300701	Sub Total		715,18
		DDA Greetes Nechua Montal Health	Center at	Vendor # 154112
	uncil of Nashua, NH	DBA Greater Nashua Mental Health Class Title	Job Number	Amount
Fiscal Year	Class / Account	Contracts for Program Services	TBD	1,183,79
2018	102/500731		TBD	1,183,79
2019	102/500731	Contracts for Program Services Sub Total	188	2,367,59
<u> </u>	<u> </u>	Sub Total		
The Mental He	alth Center of Greate	er Manchester, Inc.	I ha kit made	Vendor # 177184 Amount
Fiscal Year	Class / Account	Class Little	Job Number	1,646,82
2018	102/500731	Contracts for Program Services	TBD_	1,646,82
2019	102/500731	Contracts for Program Services	TBD	
		Sub Total		3,293,65
Searnast Men	ital Health Center, Inc) ,		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	746,7
2019	102/500731	Contracts for Program Services	TBD	746,70
				1,493,5

NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS SFY 2018-2019 FINANCIAL DETAIL

Behavioral H <u>ea</u>	ith & Developmental	Services of Strafford County, Inc. DE	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	313,54
2019	102/500731	Contracts for Program Services	TBD	313,54
	<u> </u>	Sub Total		627,08
The Montal Hos	Alth Contar for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	350,79
2019	102/500731	Contracts for Program Services	TBD	350,79
2010	102/000/01	Sub Total	100	701,58
		SUB TOTAL		12,021,050
	AVIORAL HEALTH	, HEALTH AND SOCIAL SERVICES DIV, BUREAU OF MENTAL HEALT		
Northern Huma	n Services		FAIN	Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018 -	102/500731	Contracts for Program Services	92204121	5.00
2019	102/500731	Contracts for Program Services	92204121	5,00
	102/000101	Sub Total		10,00
	vcs, Inc., DBA West	Behavioral Health	_	Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,00
2019	102/500731	Contracts for Program Services	92204121	5,00
		Sub Total		10,00
The Lakes Red	ion Mental Health Ce	enter., Inc. DBA Genesis Behavioral I	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,00
2019	102/500731	Contracts for Program Services	92204121	5,00
	102/000/01	Sub Total	0240174	10,00
Riverbend Com	nmunity Mental Healt		•	Vendor # 177192
	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,00
2019	102/500731	Contracts for Program Services	92204121	5,00
	, , , , , , , , , , , , , , , , , , ,	Sub Total		10,00
Monadnock Fai	mily Services		•	Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,00
2019	102/500731	Contracts for Program Services	92204121	5,00
		Sub Total		10,00
Community Co	uncil of Nashua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
	102/500731	Contracts for Program Services	92204121	5,00
2018	102/300/31	Contracts for Frogram Dervices	OEEO TIET	
2018 2019	102/500731	Contracts for Program Services	92204121	5,00

The Montal Ha s	alth Center of Greate	er Manchester, Inc.	<u> </u>	Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	<u>Amount</u>
	102/500731	Contracts for Program Services	92204121	5,000
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/300731	Sub Total		10,000
				Vendor # 174089

Connect Ment	al Health Center, Inc			Vendor # 174089
	Class / Account	Class Title	Job Number	Amount
Fiscal Year	<u> </u>	Contracts for Program Services	92204121	5,000
2018	102/500731		92204121	5,000
2019	102/500731	Contracts for Program Services	3220-12-1	10,000
		Sub Total	<u> </u>	10,000

Pohovioral Hea	Ith & Develonmental	Services of Strafford County, Inc. DB	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
2019	102/000101	Sub Total		10,000
			···	•••

The Market Hea	alth Conter for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
	102/500731	Contracts for Program Services	92204121	5,000
2018 2019	102/500731	Contracts for Program Services	92204121	5,000
2019	102/300/31	Sub Total		10,000
		SUB TOTAL		100,000

100% General Funds Northern Human Services	CFDA# FAIN	N/A N/A Vandar # 177233
Fiscal Year Class / Account Class Title	T Joh Number	Vendor # 177222
2018 102/500731 Contracts for Program Serv	Job Number //ices 92102053	Amount
2019 102/500731 Contracts for Program Serv		4,000
Sub Total	1065 32102000	4,000
Vest Central Svcs, Inc., DBA West Behavioral Health		Vendor # 177654
Fiscal Year Class / Account Class Title	Job Number	Amount
2018 102/500731 Contracts for Program Serv		Fillipara
2019 102/500731 Contracts for Program Serv		4,000
Sub Total	1000	4,000
The Lakes Region Mental Health Center., Inc. DBA Genesis Beha	vioral Health	Vendor # 154480
Fiscal Year Class / Account Class Title	Job Number	Amount
2018 102/500731 Contracts for Program Serv		
2019 102/500731 Contracts for Program Serv		4,000
Sub Total		4,000
Riverbend Community Mental Health, Inc.		Vendor # 177192
Fiscal Year Class / Account Class Title	Job Number	Amount
2018 102/500731 Contracts for Program Serv		Amount
2019 102/500731 Contracts for Program Serv		4,000
Sub Total	1003 0210201	4,000
•		
Monadnock Family Services Fiscal Year Class / Account Class Title	Lab Niumbar	Vendor # 177510
— · · · · · · · · · · · · · · · · · · ·	Job Number	Amount
2018 102/500731 Contracts for Program Serv 2019 102/500731 Contracts for Program Serv		4.000
Sub Total	rices 92102053	4,000 4,000
The Mental Health Center of Greater Manchester, Inc. Fiscal Year Class / Account Class Title	Job Number	Vendor # 177184 Amount
2018 102/500731 Contracts for Program Serv		4,000
2019 102/500731 Contracts for Program Serv		1,000
Sub Total	02.0255	4,000
Seacoast Mental Health Center, Inc.	<u> </u>	
Fiscal Year Class / Account Class Title	Job Number	Vendor # 174089 Amount
2018 102/500731 Contracts for Program Serv		4,000
2019 102/500731 Contracts for Program Serv		1,000
Sub Total	02.0202	4,000
	4,,	
ehavioral Health & Developmental Services of Strafford County,		Vendor # 177278
Fiscal Year Class / Account Class Title	Job Number	Amount
2018 102/500731 Contracts for Program Serv	rices 92102053	

Contracts for Program Services

Sub Total

92102053

4,000

4,000

102/500731

2019

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
	·	Contracts for Program Services	92102053	4,000
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Sub Total	32102000	4,00
		SUB TOTAL	<u> </u>	36,000
5-95-42-42101	0-2958, HEALTH AI	ND SOCIAL SERVICES, HEALTH A	ND HUMAN SVC	S DEPT OF, HHS:
IUMAN SERVI 100% General !	CES DIV, CHILD PF Funds	ROTECTION, CHILD - FAMILY SER	VICES CFDA # FAIN	N/A N/A Vendor # 177222
Northern Huma		2	I-b Niverban	Amount
Fiscal Year	Class / Account	Class Title	Job Number	5,31
2018	550/500398	Contracts for Program Services	42105824	5,31
2019	550/500398	Contracts for Program Services	42105824	10,62
		Sub Total		10,02
M4 O41 C	vcs, Inc., DBA West	Robavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
2019	900000000	Sub Total		3,54
· · · · · · · · · · · · · · · · · · ·				
		enter., Inc. DBA Genesis Behavioral	Health The Number	Vendor # 154480 Amount
Fiscal Year	Class / Account	Class Title	Job Number 42105824	1,77
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42100024	3,54
<u></u>		Sub Total	<u> </u>	
Riverbend Corr	munity Mental Healt	th, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
		Sub Total		3,54
				Vendor # 177510
Monadnock Fa		Class Title	Job Number	Amount
Fiscal Year	Class / Account	Contracts for Program Services	42105824	1,7
2018	550/500398	Contracts for Program Services	42105824	1,7
2019	550/500398	Sub Total	172 100021	3,54
· • •		Sub Total		
Community Co	ouncil of Nashua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,7
2010	550/500398	Contracts for Program Services	42105824	1,7
2019				3,54

Class Title

Contracts for Program Services

Contracts for Program Services

Sub Total

Job Number

42105824

42105824

Amount

3,540

3,540

7,080

Fiscal Year | Class / Account

2018

2019

550/500398

550/500398

Seacoast Menta	al Health Center, Inc.			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
Behavioral Hea	Ith & Developmental	Services of Strafford County, Inc. DB	A Community.	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
The Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018 .	. 550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
	· · · · · · · · · · · · · · · · · · ·	Sub Total		3,540
		SUB TOTAL		46,020
		SS & HOUSING, PATH GRANT		
	ICES DIV, HOMELE		CEDA#	02 150
IUMAN SERV	ICES DIV, HOMELE		CFDA#	93.150 SM016030-14
lUMAN SERV ∣00% Federal I	ICES DIV, HOMELE Funds	SS & HOUSING, PATH GRANT		
IUMAN SERV 00% Federal I	ICES DIV, HOMELE	SS & HOUSING, PATH GRANT		SM016030-14
IUMAN SERV 00% Federal I	ICES DIV, HOMELE Funds imunity Mental Healt	th, Inc.	FAIN	SM016030-1 4 Vendor # 177192 Amount
IUMAN SERV 00% Federal I Riverbend Com Fiscal Year	ICES DIV, HOMELE Funds Imunity Mental Healt Class / Account	th, Inc. Class Title Contracts for Program Services	FAIN Job Number	SM016030-14 Vendor # 177192 Amount 36,250
HUMAN SERV 100% Federal I Riverbend Com Fiscal Year 2018	Funds munity Mental Healt Class / Account 102/500731	th, Inc. Class Title	Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250
HUMAN SERV 100% Federal I Riverbend Com Fiscal Year 2018 2019	ICES DIV, HOMELE Funds Imunity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services	Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500
Nonadnock Fal	ICES DIV, HOMELE Funds Imunity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510
November of Services of Servic	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title	Job Number 42307150 42307150 Job Number	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount
Nonadnock Far Fiscal Year 2018 2019 Nonadnock Far 2018	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000
HUMAN SERV 100% Federal I Riverbend Com Fiscal Year 2018 2019 Monadnock Far Fiscal Year	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount 37,000 37,000
Nonadnock Far Fiscal Year 2018 2019 Monadnock Far 2018 2019	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 74,000
Nonadnock Far Fiscal Year 2018 2019 Monadnock Far 2018 2019 Community Cor	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112
Nonadnock Far Fiscal Year 2018 2019 Monadnock Far Fiscal Year 2018 2019 Community Cor Fiscal Year	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number	SM016030-14 Vendor # 177192 Amount
Nonadnock Far 2018 2019 Monadnock Far 2018 2019 Monadnock Far 2018 2019 Community Cor Fiscal Year 2018	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150	SM016030-14 Vendor # 177192 Amount
Nonadnock Far Fiscal Year 2018 2019 Monadnock Far 2018 2019 Community Cor Fiscal Year	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number	SM016030-14 Vendor # 177192 Amount
Nonadnock Far 2018 2019 Monadnock Far 2018 2019 Monadnock Far 2018 2019 Community Cor Fiscal Year 2018	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300 40,300
HUMAN SERV 100% Federal I Riverbend Com Fiscal Year 2018 2019 Monadnock Far Fiscal Year 2018 2019 Community Cor Fiscal Year 2018 2019	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150 42307150 42307150	SM016030-14 Vendor # 177192 Amount
Norman SERV Now Federal I Riverbend Com Fiscal Year 2018 2019 Monadnock Far Fiscal Year 2018 2019 Community Cor Fiscal Year 2018 2019 Community Cor Fiscal Year 2018 2019	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 atth Center of Greate Class / Account	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150 42307150 Job Number 42307150 Job Number	SM016030-14 Vendor # 177192 Amount
Nonadnock Far Fiscal Year 2018 2019 Monadnock Far Fiscal Year 2018 2019 Community Cor Fiscal Year 2018 2019	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 alth Center of Greate Class / Account 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total er Manchester, Inc. Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 Job Number 42307150 Center at Job Number 42307150 Job Number 42307150 Job Number 42307150	SM016030-14 Vendor # 177192 Amount
HUMAN SERV 100% Federal I Riverbend Com Fiscal Year 2018 2019 Monadnock Far Fiscal Year 2018 2019 Community Cor Fiscal Year 2018 2019 The Mental Her Fiscal Year	munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 atth Center of Greate Class / Account	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150 42307150 Job Number 42307150 Job Number	SM016030-14 Vendor # 177192 Amount

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
-		Sub Total		50,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Vendor # 174116 Amount Class / Account Class Title Job Number Fiscal Year 29,500 2018 102/500731 Contracts for Program Services 42307150 Contracts for Program Services 42307150 29,500 102/500731 2019 59,000 Sub Total SUB TOTAL 416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

100% Federal Funds

CFDA#

FAIN

93.043 17AANHT3PH

Seacoast Mental Health Center, Inc.

Vendor # 174089

OCCORDE INSTITUTE TO CONTROLL			Tell Treatment of the t			
	Fiscal Year	Class / Account	Class Title	Job Number	Amount	
	2018	102/500731	Contracts for Program Services	48108462	35,000	
	2019	102/500731	Contracts for Program Services	48108462	35,000	
			SUB TOTAL		70,000	
			TOTAL		12.829.412	

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet
Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers;

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location
Northern Human Services	Conway
West Central Services	
DBA West Central Behavioral Health	Lebanon
The Lakes Region Mental Health Center, Inc.	Laconia
DBA Genesis Behavioral Health	
Riverbend Community Mental Health, Inc.	Concord
Monadnock Family Services	Keene
Community Council of Nashua, NH, DBA Greater Nashua Mental Health Center at Community Council	Nashua
The Mental Health Center of Greater Manchester, Inc.	Manchester
Seacoast Mental Health Center, Inc.	Portsmouth
Behavioral Health & Development Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover
The Mental Health Center for Southern New Hampshire, DBA CLM Center for Life Management	Derry

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment.

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-05)

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

AGREEMENT

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

GENERAL PROVISIONS

_1. IDENTIFICATION.			
1.1 State Agency Name		1.2 State Agency Address	
Department of Health and Huma	in Services	129 Pleasant Street	
Division for Behavioral Health		Concord, NH 03301-3857	
1.3 Contractor Name	· · · · · · · · · · · · · · · · · · ·	1.4 Contractor Address	
Monadnock Family Services		64 Main Street, 2nd floor	
		Keene, NH 03431	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
Number	05-95-92-922010-[4117, 4121,		
603-357-4400	2053]; 05-95-42-421010-2958;	June 30, 2019	\$806,720
·	05-95-42-423010-7926		1
1.9 Contracting Officer for Stat		1.10 State Agency Telephone Nu	umber
Jonathan V. Gallo, Esq., Interim	Director	603-271-9246	
1.11 Contractor Signature		1.12 Name and Title of Contract	to Ciart
_	1	_	_ •
Philippil	4 / .	PHILIP WYZIK	051
Phily Ful	1300	TITLE WILLIAM	CEO
1.13 Acknowledgement: State		heshipo	
On 5-31-17, before	the undersigned officer, personall	y appeared the person identified in	block 1.12 or satisfactorily
broven to be the berson whose in	ame is signed in block 1.11, and ac	knowledged that s/he executed this	doormant in the service
	,		s document in the capacity
indicated in block 1.12.	•	Mar & No oncorrect till	s document in the capacity
1.13.1 Signature of Notary Publ	ic or Justice of the Peace		document in the capacity
1.13.1 Signature of Notary Publ	ic or Justice of the Peace		s document in the capacity
1.13.1 Signature of Notary Publ	ic or Justice of the Peace		
1.13.1 Signature of Notary Publ	ic or Justice of the Peace		ELDER, Notary Public
1.13.1 Signature of Notary Publ	ic or Justice of the Peace		
1.13.1 Signature of Notary Publ	ic or Justice of the Peace		ELDER, Notary Public
1.13.1 Signature of Notary Publ	ic or Justice of the Peace	gigi A. BATCHI My Commission tary Public	ELDER, Notary Public Expires Jun e 4, 2019
[Seal] 1.13.1 Signature of Notary Publ [Seal] 1.13.2 Name and Title of Notary G. G. A. Bottom State Agency Signature	ic or Justice of the Peace A BUTCHELDLE y or Justice of the Peace LTCHELDLE NO	GIGI A. BATCHI My Commission tary Public	ELDER, Notary Public Expires June 4, 2019 gency Signatory
[Seal] 1.13.1 Signature of Notary Publ [Seal] 1.13.2 Name and Title of Notary G. G. A. Bottom State Agency Signature	ic or Justice of the Peace A BUTCHELDLE y or Justice of the Peace LTCHELDLE NO	GIGI A. BATCHI My Commission tary Public	ELDER, Notary Public Expires June 4, 2019 gency Signatory
[Seal] 1.13.1 Signature of Notary Publ [Seal] 1.13.2 Name and Title of Notary G. G. A. Bottom State Agency Signature	ic or Justice of the Peace A BUTCHELDLE y or Justice of the Peace LTCHELDLE NO	GIGI A. BATCHI My Commission tary Public	ELDER, Notary Public Expires June 4, 2019 gency Signatory
[Seal] 1.13.1 Signature of Notary Publ [Seal] 1.13.2 Name and Title of Notary G. G. A. Bottom State Agency Signature	ic or Justice of the Peace	GIGI A. BATCHI My Commission tary Public	ELDER, Notary Public Expires June 4, 2019 gency Signatory
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

Event of Default; and/or

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignce to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A



SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall provide:
 - 3.1.1. Emergency services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. Medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. Individuals shall also be assessed for Assertive Community Treatment.

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- 3.2. In the event that the Contractor's staff is not privileged or credentialed to provide treatment in hospitals within their region, the Contractor shall apply for such privileges and credentials. The Contractor shall report to DHHS if the application is denied. Upon DHHS request, the Contractor shall collaborate with DHHS and the applicable hospital to resolve outstanding credentialing issues. Every six months, the Contractor shall report to DHHS the number of the Contractor's credentialed staff by hospital.
- 3.3. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the implementation of the NH Building Capacity for Transformation, Section 1115 Medicaid Walver NH's DSRIP waiver, including but not limited to:
 - 3.3.1. Supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans, and in accordance with the applicable timelines, reporting and oversight, etc. specified in such plans.
- 3.4. The Contractor shall report the outcome of the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.5. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission shall be presumed eligible for mental health services under He-M 426. The Contractor shall complete the DHHS-provided Emergency Room Presumptive Eligibility Form, in order to bill for services.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians who provide community mental health services are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4,2,2,1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.

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- 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.
- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

11.2. In the event that the Contractor does not meet either:

- 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1. and/or 11.2.2. has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1, <u>For BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. For Non-BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2, above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable:
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days:
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications;
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

Contractor Initials:

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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.
- 21.3. Activities that may be funded:
 - 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines:
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
 - 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
 - 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database;
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department:
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

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21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners:
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

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Exhibit A

23. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 24.1. DCYF funds shall be used by the Contractor to provide the following:
 - 24.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 24.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

Contractor Initials.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Projects for Assistance in Transition from Homelessness (PATH) PL 101-645

FAIN:

SM016030-14

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:

Contractor Initials:

Exhibit B

- 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$132,590	\$132,590
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)		\$ 4,000
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 37,000	\$ 37,000
Total	\$401,360	\$405,360

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

Contractor Initials: Date: 5-31-(

Exhibit B

The invoice must be submitted to:

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

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: 1/1
Date: 5-31-/7



Exhibit B, Appendix 1

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	SFY BUDGET	Total	Total	Total		Chaldren &	Older		Emergency		Intensive	Restorative
		Agency	Administration	Programs	Maintenance	Adolescents	¥,	Intake	Services	Bref/DRF	Parted	Partial
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434	Bur Devalopmental Servoes	0	0	0	0	0	0	0	a	o		0
435	Other public support	[o	ō	0	0	0	0	0	0	0	0	0
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200	General Management Allocation	O	•	Ō	0	a	٥	0	0			

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Exhibit B, Appendix 1

Contractor Investor



Exhibit B, Appendix 1

D	Vocational Services 109	Case Management 110	Social Club/ Peer Supports 111	Non-Eligibles	Multi-Service : Team 113	ACT Team 114	Respite / Crisis 116	Casis Unit APRTP 118	Community Residence 122	Supportive Living 123	Independent Housing 124	Community Education & Training 130	Other Mental Health 198	Other Non-68H 199
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Exhibit B, Appendix 1

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Exhibit B, Appendix 1

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Exhibil B. Appendix 1

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SPECIAL PROVISIONS

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

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

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Exhibit C - Special Provisions

Date 5.3(.17

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

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

- 8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

16.	Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment
	Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has
	received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Exhibit C - Special Provisions



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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Date 5-31-17

REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - 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.
- 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, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- **4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - **6.4.** The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

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Exhibit C-1 - Revisions to Standard Provisions

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- 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees:
 - 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review:
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12, before executing a subcontract or assignment:
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section 11:
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;

Contractor Initials



- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- **8.1.15.** Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- **8.1.16.** Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - **8.2.5.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - **8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - **8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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Exhibit C-1 - Revisions to Standard Provisions

Date 5:31:1

- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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Exhibit C-1 - Revisions to Standard Provisions



- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA:
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

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- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A: and
 - **14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services:
 - **22.1.3.** To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

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Exhibit C-1 - Revisions to Standard Provisions

Date 5.31.17

- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred:
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - **22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- **22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1, of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

Contractor Initials Date 5 31.17



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

Contractor Initials

SS-2018-DBH-01-MENTA-05

Exhibit C-1 - Revisions to Standard Provisions

Date <u>5-31-17</u>

New Hampshire Department of Health and Human Services 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

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

Contractor Initials

Date 5-3(-1

New Hampshire Department of Health and Human Services Exhibit D



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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency:

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name

Date

5/3//17

Name: Title: Phly Flysh

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Initials 1910

New Hampshire Department of Health and Human Services 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

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

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

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

Contractor Name:

Date

5/3/1/2

Title:

ontractor Initial

Date 5-31-17

New Hampshire Department of Health and Human Services 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.
- 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).

 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

> Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

Contractor Initials

Date 5 31 1

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New Hampshire Department of Health and Human Services Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Date

Name: Title

Contractor Initials

Date 5.31.17

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

5/27/14 Rov 10/21/14 and Whistleblower protections
Page 1 of 2

Date 5-31-1

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name:

Date

5/3//1

Name: Title:

Exhibit G

Contractor Initials
Centrication of Compliance with requirements pertaining to Federal Nondescrimination, Equal Treatment of Faith-Based Organizations

6/27/14 Rev 10/21/14 and Whatiablower protections
Page 2 of 2

Date 53111

New Hampshire Department of Health and Human Services 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:

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

Contractor Name

Date

5/2/10

Name?

Title:

Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials

Date 5-31-17



HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

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Contractor Initials

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

(2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Contractor Initials

Date 5.31.17



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

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- (3) Obligations and Activities of Business Associate.
- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made:
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

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

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials

Date 5-31.1

New Hampshire Department of Health and Human Services



Exhibit t

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initials

Date <u>5.3|./</u>



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.
- Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164,522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

Exhibit I
Health Insurance Portability Act

Business Associate Agreement
Page 5 of 6

Contractor Initials _

Date 5-31.17

New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services	Myslock family Sewice
The State	Name of the Contractor
765-817	Phile Hora
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	PHILIP WYZIK
Name of Authorized Representative	Name of Authorized Representative
Director	CEU
Title of Authorized Representative	Title of Authorized Representative
(018)17	5-31-17
Date	Date

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Contractor Initials PPW

Date <u>5-3/-1</u>)

New Hampshire Department of Health and Human Services 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

5/31/1

- 9. Unique identifier of the entity (DUNS #)
- 10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

Date

Name:

Title: /

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2 Contractor Initials

Date 5:31.17

New Hampshire Department of Health and Human Services 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.

	the second secon		
1	The DUNS number for your entity is: 073966699		
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?		
	YES		
	If the answer to #2 above is NO, stop here		
	If the answer to #2 above is YES, please answer the following:		
3.	B. 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:		
١.	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:		

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2 

State of New Hampshire Department of Health and Human Services Amendment #3 to the Mental Health Services Contract

This 3rd Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Community Council of Nashua, N.H., dba Greater Nashua Mental Health Center at Community Council, (hereinafter referred to as "the Contractor"), a nonprofit) with a place of business at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), and amended on September 13, 2017 (Item #15) and December 19, 2018 (Item #19), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

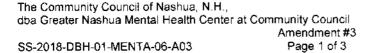
WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$5,262,612.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.
- The following Exhibits shall terminate effective upon the date of Governor and Executive Council
 approval of this Amendment #3: Exhibit A-1, Scope of Services, Exhibit B-1 Amendment #2,
 Method and Conditions Precedent to Payment, and Exhibit B-3 Amendment #2, Budget.





This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below

State of New Hampshire Department of Health and Human Services

	·
5/33/A Date	Name: Katja Fox Title: Director
	The Community Council of Nashua, N.H., dba Greate Nashua Mental Health Center at Community Council
5-22-19	Con re
Date	Name: Ples (20

The Community Council of Nashua, N H
dba Greater Nashua Mentai Health Center at Community Council
Amendment #3
SS-2018-DBH-01-MENTA-06-A03
Page 2 of 3



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

OFFICE OF THE ATTORNEY GENERAL

Date

| Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | Date | D

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

OFFICE OF THE SECRETARY OF STATE

Date Name:

Title:



Exhibit A Amendment #3

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 6. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.

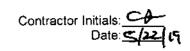




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- 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.
- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and

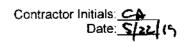




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- 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
- 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)

- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. CHILD AND YOUTH BASED PROGRAMMING AND TEAM BASED APPROACHES INCLUDING WRAPAROUND SERVICES

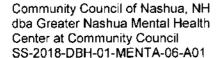
- 4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment or other approved assessment tool to determine who will most benefit from Children's Team Based services.
- 4.2. The Contractor shall provide intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to the following groups:
 - 4.2.1. Children who also have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis.
 - 4.2.2. Children who are at risk for residential placement.
 - 4.2.3. Children who present with significant ongoing difficulties at school.
 - 4.2.4. Children who are at risk of interaction with law enforcement.

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- 4.3. The contractor may provide NH Wraparound as part of the children's team based approach.
 - 4.3.1. When the contractor is providing NH Wraparound, the contractor shall be enrolled as a provider for NH Wraparound and will bill the Medicaid benefit for that service.
 - 4.3.2. All children served with NH Wraparound must meet eligibility for the FAST Forward Medicaid benefit.
 - 4.3.3. The contractor shall ensure that the NH Wraparound model is implemented with fidelity.
- 4.4. The Contractor shall provide Children's team-based services through a full array of services as defined in Administrative Rule He-M 426, which include but are not limited to:
 - 4.4.1. Functional Support Services (FSS).
 - 4.4.2. Individual and family therapy.
 - 4.4.3. Medication services.
 - 4.4.4. Targeted case management (TCM) services.
 - 4.4.5. Supported education.
- 4.5. The Contractor shall provide services in accordance with the plan of care developed with the family and youth, for each eligible individual, as defined in Administrative Rule He-M 426, and shall provide more intensive services for the first twelve (12) weeks of enrollment.
- 4.6. Based on initial assessment indicators that the Contractor shall further assess adolescent substance use using one or more of the following tools:
 - 4.6.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.
 - 4.6.2. The Global Appraisal of Individual Needs Short Screener (GAIN-SS) used by school based clinicians for clients referred for substance misuse.
- 4.7. The Contractor shall provide Children's Team Based services that include an array of community mental health services with teams that oversee other community and natural supports in order to most effectively support the child and the family in the community in a culturally competent manner.
- 4.8. The Contractor shall conduct Children's Team meetings for communicating client and family needs and discussing client progress as frequently as indicated by the care plan.



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5. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 5.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 5.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

6. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 6.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

7. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 7.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 7.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 7.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.
 - 7.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 7.1.3.1. Medication-related services,
 - 7.1.3.2. Case management services
 - 7.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 7.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.





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- 7.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 7.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 7.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

8. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 8.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 8.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 8.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.





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- 8.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 8.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 8.1.3.2. Implement the solutions within forty-five (45) days.
- 8.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 8.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 8.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 8.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 8.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 8.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 8.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such

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services for reasons such as extended hospitalization or incarceration, or if the individual has relocated out of the Contractor's designated community mental health region

8.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

8.1.7. Secondary ACT Team Expectations

- 8.1.7.1. The Contractor shall achieve a fidelity score of 103 (the state mean ACT fidelity score) for both contracted ACT teams by December 31, 2019. The Contractor shall increase staff capacity to 7-10 FTE (excluding psychiatrist time) per ACT team, ensuring one (1) full time peer is employed on each team by December 31, 2019.
- 8.1.7.2. Funding for two teams will be maintained during this development phase. If both teams do not meet the provisions of 8.1.7.1 as evidenced by a fidelity review and the provisions of 8.1.7.2 as evidenced through monthly staffing reports and the fidelity, review general funds to support a second team may be discontinued due to default of contract provisions.
- 8.1.7.3. Along with the development of your ACT Fidelity QIP, we are requesting a monthly review of corrective action steps from the effective date of this contract, that identifies the steps taken by or steps to be taken by your agency to meet the above noted expectations. This plan should outline how your agency will meet the expectations for the 2 ACT teams within the time frame provided.

9. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 9.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 9.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.



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- 9.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 9.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 9.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 9.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 9.3.2.2. Implement such solutions within 45 days.
 - 9.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

10. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7)

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calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

- 10.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 10.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 10.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 10.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

11. COORDINATED CARE AND INTEGRATED TREATMENT

11.1. PRIMARY CARE

- 11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 11.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.

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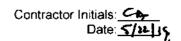




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- 11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 11.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

11.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRALUSE

- 11.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 11.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 11.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
- 11.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 11.2.2.1. Assertive engagement.
 - 11.2.2.2. Motivational interviewing.
 - 11.2.2.3. Medications for substance use disorders.
 - 11.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 11.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

11.3. AREA AGENCIES



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- 11.3.1. The Contractor shall use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 11.3.1.1. Services for those dually eligible for both organizations.
 - 11.3.1.2. Transition plans for youth leaving children's services.
 - 11.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 11.3.1.4. A process for assessing individuals leaving NHH.
 - 11.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 11.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

11.4. PEER SUPPORTS

- 11.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 11.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 11.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 11.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, stepup/step-down, and Clubhouse Centers and promote the availability of these services

11.5. TRANSITION OF CARE WITH MCO's

11.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care.

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- Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.
- 11.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 11.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

12. CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 12.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 12.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 12.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 12.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 12.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 12.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 12.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
 - 12.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.

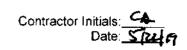




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- 12.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
- 12.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.
- 12.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 13.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 13.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

14.APPLICATION FOR OTHER SERVICES

14.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

15. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

15.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16. QUALITY IMPROVEMENT

- 16.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 16.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.

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- 16.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
- 16.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
- 16.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.
- 16.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

17. MAINTENANCE OF FISCAL INTEGRITY

- 17.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 17.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 17.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 17.3.1. Days of Cash on Hand:
 - 17.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 17.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

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17.3.2. Current Ratio:

- 17.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 17.3.2.2. <u>Formula</u>: Total current assets divided by total current liabilities.
- 17.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

17.3.3. Debt Service Coverage Ratio:

- 17.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 17.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 17.3.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 17.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 17.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

17.3.4. Net Assets to Total Assets:

- 17.3.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 17.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 17.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
- 17.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
- 17.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

17.4. In the event that the Contractor does not meet either:

- 17.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 17.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:

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- 17.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
- 17.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.
- 17.4.2.3. The Department may request additional information to assure continued access to services.
- 17.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 17.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 17.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 17.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 17.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

18. REDUCTION OR SUSPENSION OF FUNDING

- 18.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 18.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary



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services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:

- 18.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
- 18.2.2. Emergency services to all individuals:
- 18.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
- 18.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

19. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 19.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 19.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 19.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

20. DATA REPORTING

- 20.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 20.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 20.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 20.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered



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BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.

- 20.5. General requirements for the Phoenix system are as follows:
 - All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 20.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - 20.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
 - 20.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - 20.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
 - 20.5.5.1. All data is formatted in accordance with the file specifications;
 - 20.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 20.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
 - 20.5.6. The Contractor shall meet the following standards:
 - 20.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 20.5.6.2. <u>Completeness</u>: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.
 - 20.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.

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20.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 21.2. Activities that may be funded:
 - 21.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 21.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 21.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 21.2.1.3. Software and/or training purchased to improve data collection.
 - 21.2.1.4. Staff training for collecting new data elements.
 - 21.2.1.5. Developing any other BMHS-requested data reporting system.
- 21.3. Other conditions for payment:
 - 21.3.1. Progress Reports from the Contractor shall:
 - 21.3.1.1. Outline activities related to Phoenix database:
 - 21.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.3.1.3. Include progress to meet anticipated deadlines as specified.

22. PATH SERVICES

22.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder, which shall include, but are not limited to:

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- 22.1.1. Outreach.
- 22.1.2. Screening and diagnostic treatment.
- 22.1.3. Staff training
- 22.1.4. Case management.
- 22.2. PATH case management services shall include; but are not limited to:
 - 22.2.1. Providing assistance to eligible homeless individuals in obtaining and coordinating services, including referrals for primary health care.
 - 22.2.2. Providing assistance for eligible individuals in obtaining income support services, including, but not limited to:
 - 22.2.2.1. Housing assistance.
 - 22.2.2.2. Food stamps.
 - 22.2.3. Supplementary security income benefits.
- 22.3. The Contractor shall acknowledge that provision of PATH outreach services may require a lengthy engagement process and that eligible individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities.
- 22.4. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 22.5. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services, and shall provide housing supports as determined by the Department.
- 22.6. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 22.7. The Contractor shall 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 New Hampshire Homeless Management Information System 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.
- 22.8. Failure to submit the above reports or enter data into HMIS in a timely manner could result in delay or withholding of reimbursements until such reports are received or data entries are confirmed by the Department.
- 22.9. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH

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- eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals.
- 22.10. The Contractor shall ensure that each PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 22.11. As part of the PATH outreach process, the designated PATH worker shall assess each individual for immediacy of needs, and continue to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.
- 22.12. The Department reserves the option to observe PATH performance, activities and documents under this Agreement; however, these activities may not unreasonably interfere with contractor performance
- 22.13. The Contractor shall inform BHHS of any staffing changes.
- 22.14. The Contractor shall retain all records 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 there from are resolved, whichever is later.
- 22.15. The Department reserves the right to make changes to the contract service that do not affect its scope, duration, or financial limitations upon agreement between the Contractor and the Department.

23.DEAF SERVICES

- 23.1. Deaf Services funds are provided to region 6 to provide services for those who are hearing impaired. These funds are to support:
 - 23.1.1. One (1) deaf services therapist.
 - 23.1.2. One (1) deaf services case manager.
 - 23.1.3. One (1) Deaf services coordinator.
- 23.2. The coordinator is responsible for coordinating deaf services in the community, at NHH, and the Secure Psychiatric Unit at the State Prison.
- 23.3. These individuals are employed by Region 6 but are available to assist all regions statewide.

24. FIRST EPISODE PSYCHOSIS PROGRAM

24.1. The Contractor will continue to provide a First Episode Psychosis (FEP) treatment Coordinated Specialty Care (CSC) program that serves youth and adults between the ages of fifteen (15) and thirty-five (35) who are experiencing early symptoms of mental illness

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- 24.2. The Contractor agrees that the First Episode Psychosis (FEP) Coordinated Specialty Care (CSC) treatment program Involves services and principles based on shared decision-making, a strengths and resiliency focus, recognition of the need for motivational enhancement, a psychoeducational approach, cognitive behavioral therapy methods, and collaboration with natural supports.
- 24.3. Staffing should follow expectations of the NAVIGATE model.
- 24.4. The Program will enroll and consistently serve at least twenty (20) individuals at any given time. Should Program enrollment and services fall beneath full capacity and utilization, the Program will accept enrollees from beyond the Region VI catchment area, in accordance with a structure and strategy designed in collaboration with the Department
- 24.5. The Contractor shall participate in quarterly updates meetings with the Department to ensure program implementation, enrollment, and updates around ongoing activities. These updates will accompany FEP Steering Committee meetings facilitated by the Department.
- 24.6. The Contractor shall provide community outreach efforts to ensure knowledge of the program is widespread and available to those in need. Outreach efforts should include local community hospitals, housing programs, schools, etc. These efforts contacts and outcomes shall be reported on a quarterly basis.
- 24.7. The Contractor will utilize the CANS/ANSA 2.0 or other approved tool instruments for measurement of strengths and needs of the individual will occur at program entry and track recovery process thereafter.
- 24.8. The Contractor will provide a Sustainability Plan for the program, including funding and quality monitoring strategies, before contract termination.
- 24.9. MONTHLY AND QUARTERLY REPORTS
 - 24.9.1. The Contractor shall report regularly the data and Information requested on a form provided by the department.
 - 24.9.2. During program implementation, these reports shall be submitted monthly.
 - 24.9.1. Enrollment and Outcomes data reports shall be submitted monthly.
 - 24.9.2. Following successful implementation, as determined by NAVIGATE experts and the Department, the contractor will provide quarterly reports to the Department.
 - 24.9.3. The contractor shall report on program outcomes to the Department, including selected CANS and ANSA or other approved tool elements, along with other components in a format determined by the Department, on individual and



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24.9.4. The Contractor shall participate in quarterly updates meetings with the Department to ensure program implementation, enrollment, and updates around ongoing activities. These updates will accompany FEP Steering Committee meetings facilitated by the Department.

25. HOUSING SUPPORT SERVICES

- 25.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 25.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.



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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency:

U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #

93.778

Federal Agency:

US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

CFDA: #93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH)

FAIN:

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. <u>Medicaid Care Management</u>: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. <u>Medicaid Fee for Service</u>: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.

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- 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 7.3. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 19	SFY20	SFY21
	Amount	Amount	Amount
Div. for Children Youth and Families (DCYF) Consultation	\$1,770	\$ 1,770	\$ 1,770
Emergency Services	\$61,910	\$ 61,910	\$ 61,910
Assertive Community Treatment Team (ACT) - Adults	\$450,000	\$ 450,000	\$ 450,000
Act Enhancement Payment – Adults	\$25,000	- **	
Behavioral Health Services Information System (BHSIS)	\$5,000	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$0	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW)	\$3,945	\$ 6,000	\$ 6,000
Child and Youth Based Programming and Team Based Approaches (BCBH)	\$140,000	\$140,000	\$140,000
PATH Provider (BHS Funding)	\$40,300	\$43,901	\$43,901
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Specialty Residential Services Funding	\$201,444	\$201,444	\$201,444
First Episode Psychosis Programming	\$21,500	\$61, 162	\$61,162
Deaf Services Funding	\$326,500	\$326,500	\$326,500
Total	\$1,342,369	\$1,302,687	\$1,302,687

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Exhibit B Amendment #1

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- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults</u>): The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

INVOICE TYPE	TOTAL	
Programmatic costs as outlined on invoice by month	\$450,00 0	
Agencies may choose one of the following for a total of 5 (five) one time payments of \$5000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on		
	Programmatic costs as outlined on invoice by month Agencies may choose one of the following for a total of 5 (five) one time payments of \$5000.00. Each item may only be reported on one time for payment.	

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Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or	
 Responsibility for crisis services.	

- 9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.
- 9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OF RECERTIFICATION	TOTAL COST
2020	\$2,500	\$250/Person X 10 People = \$2,500	\$5,000
2021	\$2,500	\$250/Person X 10 People = \$2,500	\$5,000

- 9.9. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.10. PATH Funding: Subject to change based on performance standards, HMIS compliance, SAMHSA requirements, and PATH grant requirements as outlined in Exhibit A, PATH Services.
- 9.11. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving		\$10,000

- 9.12. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.13. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.



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- 9.14. First Episode Psychosis Funding: Funding to support ongoing implementation and programming outlined in Exhibit A, First Episode Psychosis Program. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.
- 9.15. Deaf Services Funding: Funding to support Deaf Services support to programming and specific staff provisions available as specified in Exhibit A.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 807172

Certificate Number: 0004503702



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of April A.D. 2019.

William M. Gardner Secretary of State

CERTIFICATE OF VOTE

I,Tanya Spony, do hereby certify that
Tanya Spony, do hereby certify that Name of the elected Officer of the Agency, cannot be contract signatory)
1. I am a duly elected Officer ofGreater Nashua Mental Health Center IAgency Name:
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held onMay 22, 2019
(Date)
RESOLVED: That thePresident & CEO
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the Zay of May, 2014. (Date Contract Signed)
4Craig D. Amoth is the duly electedPresident & CEO
of the Agency. (Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE
County of Hill Chovay
The forgoing instrument was acknowledged before me this day of
ByTanya Spony(Name of Elected Officer of the Agency)
Commission Expires ARY PUBLISHING
ARY PUBLISHED



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/23/2019

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

If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the co	terms and conditions of ertificate holder in lieu of	the policy, certain parts of the such endorsement(aalialaa ma.	require an endorseme	nt. A st	atement on	
Eaton & Berube Insurance Agency, LLC		NAME: Cathy be	auregard			"	
11 Concord St		PHONE (A/C, No. Ext): 603-86					
Nashua NH 03064		ADDRESS: mberube): 603- <mark>88</mark>		
				DRDING COVERAGE			
		INSURER A : Scottsd			. +	NAIC #	
INSURED COMCO3		INSURER B : Selective	·				
Community Council of Nashua NH Inc. 100 West Pearl St				· · ·		<u>14</u> 37 <u>6</u>	
Nashua NH 03060		INSURER C : Eastern	Alliance Insi	urance Group			
7,130,130,77,700,000		INSURER D :					
		INSURER E		<u></u>			
COVERAGES CERTIFICATION		INSURER F :					
- January Cartin IQA	TE NUMBER: 107705995	4		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INS INDICATED. NOTWITHSTANDING ANY REQUIREM CERTIFICATE MAY BE ISSUED OR MAY PERTAIN EXCLUSIONS AND CONDITIONS OF SUCH POLICIE INST. TYPE OF INSURANCE ADDITIONS OF SUCH POLICIES INST. ADDITIONS IN THE INSURANCE ADDITIONS IN THE INSURANCE IN THE INSURANC	I, THE INSURANCE AFFOR S. LIMITS SHOWN MAY HAV	N OF ANY CONTRACT	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT 1 S.			
A X COMMERCIAL GENERAL LIABILITY	D POLICY NUMBER OPS0069552		POLICY EXP	LIMI'	T\$		
CLAIMS-MADE X OCCUR	GF-00008382	11/12/2018	11/12/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 300,000		
' ¬-·	· 1	1		MED EXP (Any one person)	\$ 5,000		
			l	PERSONAL & ADV INJURY	\$ 2,000,0	000	
GEN'L AGGREGATE LIMIT APPLIES PER:	!			GENERAL AGGREGATE	\$ 2,000,0		
POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,0		
B AUTOMOBILE LIABILITY	S2291649	11/12/2018	11/12/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0		
ANY AUTO	1		11.12.2013		-		
OWNED X SCHEDULED AUTOS ONLY				BODILY INJURY (Par person)	^{\$}		
HIRED NON-OWNED		·		BODILY INJURY (Per accident) PROPERTY DAMAGE	<u>s</u> .		
AUTOS ONLY AUTOS ONLY		l i		(Per accident)	! s · —		
A X UMBRELLALIAB X OCCUR	UMConnect		<u>_</u>	<u> </u>	5		
OCCUR	UMS0028274	11/12/2018	11/12/2019	EACH OCCURRENCE	\$ 5,000,0	000	
CLAIMS-MADE	1			AGGREGATE	\$5,000,0	000	
C WORKERS COMPENSATION					\$		
AND EMPLOYERS' LIABILITY	03000011395901	1/15/2019	1/15/2020	X PER OTH-			
OFFICER/MEMBER EXCLUDED?		1		E.L. EACH ACCIDENT	\$ 1,000,0	00	
(Mandatory in NH)		·	Ĭ	E.L. DISEASE - EA EMPLOYEE			
DESCRIPTION OF OPERATIONS below			İ	E.L. DISEASE - POLICY LIMIT			
		<u></u>		THE PROCESS OF CHARLES	31,000,0		
		i		ļ			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACOR)	0 101. Additional Remarks Schedu	ile, may be attached if more	SDECE IS require	<u> </u>			
Workers Compensation coverage: NH; no excluded of	officers.	, ,	apad is loquit	,			
ERTIFICATE HOLDER	. <u>. </u>			<u> </u>			
		CANCELLATION					
NH DHHS 129 Pleasant Street		SHOULD ANY OF THE EXPIRATION ACCORDANCE WITH	DATE THE	SCRIBED POLICIES BE CA REOF, NOTICE WILL BI PROVISIONS.	NCELLÉI E DELIV	D BEFORE ERED IN	
Concord NH 03301		AUTHORIZED REPRESENT	TATIVE	<u> </u>			
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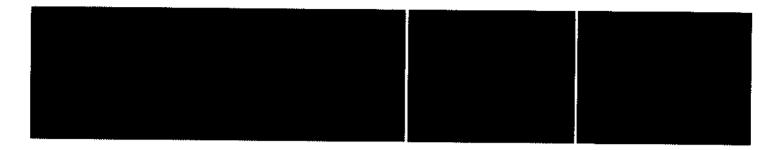
Greater Nashua

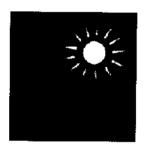


Greater Nashua Mental Health's Mission Statement:

Empowering people to live full and satisfying lives through effective treatment and support.







FINANCIAL STATEMENTS

June 30, 2018 and 2017

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center

We have audited the accompanying financial statements of The Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center (the Organization), which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets, functional revenues and expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors The Community Council of Nashua, NH Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Report on Summarized Comparative Information

Berry Dunn McNeil & Parker, LLC

We have previously audited the Organization's 2017 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 25, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Manchester, New Hampshire

October 24, 2018

Statement of Financial Position

June 30, 2018 (With Comparative Totals for June 30, 2017)

ACCETC	<u>2018</u>	<u>2017</u>
ASSETS		
Cash and cash equivalents	\$ 1,464,134	\$ 744,554
Accounts receivable, net of allowance for doubtful accounts and contractuals of \$174,846 in 2018 and \$1,087,597 in 2017	1,829,455	1,458,090
Investments	1,763,228	1,732,916
Prepaid expenses	177,199	191,365
Property and equipment, net	2,933,666	2,830,369
Total assets	\$ <u>8,167,682</u>	\$ <u>6,957,294</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	\$ -	\$ 248,224
Accounts payable and accrued expenses	271,513	104,015
Accrued payroll and related activities	371,681	361,457
Estimated third-party liability	950,075	132,475
Accrued vacation	322,611	315,145
Notes payable	1,544,974	1,641,114 37,304
Capital lease obligation	<u>5,759</u>	37,304
Total liabilities	<u>3,466,613</u>	2,839,734
Net assets		
Unrestricted	2,397,774	
Board designated	<u>2,044,023</u>	<u>1,526,013</u>
Total unrestricted	4,441,797	3,867,763
Temporarily restricted	137,837	129,553
Permanently restricted	<u>121,435</u>	120,244
Total net assets	<u>4,701,069</u>	4,117,560
Total liabilities and net assets	\$ <u>8,167,682</u>	\$ <u>6,957,294</u>

Statement of Activities and Changes in Net Assets

Year Ended June 30, 2018 (With Comparative Totals for Year Ended June 30, 2017)

	Unrestricted	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	2018	<u>2017</u>
Revenues and support					
Program service fees, net	\$ 10,542,550	\$ -	\$ -	\$ 10,542,550	\$ 10,917,069
New Hampshire Bureau of Behavioral	4 667 307			1,667,297	1,273,645
Health	1,667,297 523,627	-	-	523,627	628,695
Federal grants	10,638		-	10,638	18,347
Rental income Contributions and support	138,800	-	-	138,800	97,510
Other	189,711	-	_	189 <u>,711</u>	12,922
Other					
Total revenues and support	<u>13,072,623</u>	<u>.</u>	-	<u>13,072,623</u>	<u>12,948,187</u>
Expenses					
Program services					
Children's and adolescents					
services	1,449,647	-	-	1,449,647	1,983,228
Adult services	3,988,401	-	-	3,988,401	5,079,299
Elderly services	453,161	-	-	453,161	582,913
Deaf services	344,051	-	-	344,051	384,951
Substance abuse disorders	532,094	•	-	532,094	466,088
Medical services and other				0.700.000	4 224 049
programs	2,722,360	-		2,722,360	1,221,048
Total program services	9,489,714	-	-	9,489,714	9,717,527
General and administrative	2,995,802	_	_	2,995,802	2,104,472
Development	70,885		_	70,885	_,,_,,
Development					
Total expenses	<u>12,556,401</u>			<u>12,556,401</u>	<u>11,821,999</u>
Income from operations	516,222			<u>516,222</u>	<u>1,126,188</u>
Other income					
Investment income, net	22,425	3,216	462	26,103	27,307
Realized and unrealized gains on					
investments	35,387	5,068	<u>729</u>	41, <u>184</u>	<u> 78,772</u>
Total other income	57,812	8,284	1,191	67,287	106,079
Excess of revenues and support and other income over					
expenses and total change in	E74 004	0 204	1,191	583,509	1,232,267
net assets	574,034	8,284	1,131	303,303	1,202,207
Net assets, beginning of year	3,867,763	129,553	120,244	<u>4,117,560</u>	2,885,293
	\$ 4,441,7 <u>97</u>	\$ <u>137,837</u>	\$ <u>121,435</u>	\$ <u>4,701,069</u>	\$ <u>4,117,560</u>
Net assets, end of year	¥ -,1,(01	100,007	1211-100	·	

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

Statement of Functional Revenues and Expenses

Year Ended June 30, 2018

	Children and <u>Adolescents</u>	Adult Ş <u>ervices</u>	Elderly Services	Deaf Services	Substance Abuse <u>Disorders</u>	Medical Services and Other <u>Programs</u>	Total <u>Programs</u>	General a
Program service fees, net	\$ 3,652,246	\$ 5,230,444	\$ 951, 9 22	\$ 122,840	\$ 159,449	\$ 425,649	\$ 10,542,550	\$
New Hampshire Bureau of Behavioral Health Federal grant Rental income Contribution and support Other	141,771 - - - - 3,794,017	5,917,213	180 4,865 956,967	274,931 - - - - - 397,771	284,905 100 73,654 518,108	602,165 194,117	1,667,297 514,827 2,159 655 78,519	8 8 138 178 333
General and administrative allocation	98,925	154,285	24,952	10,371	13,509	31,861	333,903	<u>[333</u>
Total revenue and support and other income	\$ <u>3,892,942</u>	\$ <u>6,071,498</u>	\$ 981,919	\$ <u>408,142</u>	\$ <u>531,617</u>	\$ <u>1,253,792</u>	\$ <u>13,139,910</u>	\$

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

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2018

	Children and Adolescents	Adult Services	Elderly Services	Deaf Services	Substance Abuse <u>Disorders</u>	Medical Services and Other <u>Programs</u>	Total <u>Programs</u>	Geni <u>Admir</u>
Total revenue and support and other income				A 400 440	\$ 531,617	\$ 1,253,792	\$ 13,13 <u>9,910</u>	
	\$ <u>3,892,942</u>	\$ <u>6,071,498</u>	\$ <u>981,919</u>	\$ <u>408,142</u>	\$ 531,611	\$ <u>1,233,132</u>	13,133,310	-
Expenses								
Salaries and wages	948,182	2,585,642	314,412	193,965	418,751	1,448,801	5,909,753	1
Employee benefits	171,692	447,294	48,699	41,015	30,379	253,275	992,354	
Payroll taxes	70,721	189,443	23,528	14,959	31,817	97,420	427,888 6,724	
Substitute staff	1,229	3,142	336	285	81	1,651	6,724	
Accounting	•		•		-	42.440		
Audit fees	10,239	26,171	2,797	2,516	863	13,419	56,005	
Legal fees	2,179	11,614	595	537	185	8,310	23,420 599,737	
Other professional fees	21,373	47,936	6,480	23,661	1,626	498,661	236	
Journals and publications	43	110	12	11	4	56 6 534	18,539	
Conferences	3,542	3,255	149	1,025	4,044	6,524	10,555	
Other staff development	-	-	•	-	-	300	300	
Rent	-	-	-	•	-	300	300	
Mortgage (interest)	•		-		365	4,110	17,809	
Heating costs	3,256	8,322	889	867		, ,	75.581	
Other utilities	13,817	35,318	3,775	3,489	1,291	17,891 188,995	311,464	
Maintenance and repairs	29,343	75,004	8,017	7,390	2,715	784	3,308	
Other occupancy costs	605	1,546	165	152	56	60,346	178,037	
Office	29,298	68,738	7,317	6,126	6,212		26,697	
Building and household	4,828	12,340	1,319	1,217	737 770	6,256 1,388	4,358	
Food	416	1,618	87	79	770	2,025	2,125	
Advertising				100	-	2,025 845	4,990	
Printing	507	2,750	39	219	630	21.711	126,854	
Communication	20,442	67,284	7,835	6,338	3, 244 87		6,171	
Postage	1,247	2,816	301	266	**	1,454 9,678	192,781	
Staff	28,537	105,211	14,903	23,934	10,518	9,676 843	191,066	
Client services	27,576	155,811	861	-	5,975 1,828	26,020	109,606	
Malpractice insurance	20,038	51,219	5,474	5,027 89	1,626	478	1,993	
Vehicle insurance	364	932	100		741	10,497	44,240	
Property and liability insurance	8,088	20,673	2,210	2,031 127	169	551	847	
Other interest			•	6,004	8,005	22,821	93.986	
Depreciation	20,407	36,749	4.025	943	335	13,254	29,041	
Equipment rental	3,789	9,685	1,035 246	943 224	79	1,174	4,924	
Equipment maintenance	900	2,301		:	510	2,051	25,688	
Membership dues	6,471	13,892	1,439	1,325 130	47	771	3,192	
Other	518	<u>1,585</u>	141	130	_			
Total program expenses	1,449,647	3,988,401	453,161	344,051	532,094	2,722,360	9,489,714	2
General and administrative allocation	910,538	2,418,476	357,303	155,001	102,004	<u>(876,635</u>)	3,066,687	(3
Total expenses	2,360,185	6,406,877	<u>B10,464</u>	499,052	634,098	1,845,725	12,556,401	
Change in net assets	\$ <u>1,532,757</u>	\$ <u>(335,379</u>)	\$ <u>171,455</u>	\$ <u>{90,910</u> }	\$ <u>(102,481</u>)	\$ <u>(591,933</u>)	\$ <u>583,509</u>	\$ <u> </u>

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

Statement of Cash Flows

Year Ended June 30, 2018 (With Comparative Totals for Year Ended June 30, 2017)

		<u>2018</u>	<u> 2017</u>
Cash flows from operating activities Change in net assets	\$	583,509	\$ 1,232,267
Adjustments to reconcile change in net assets to net cash			
provided by operating activities		251,257	246,740
Depreciation and amortization Net realized and unrealized gains on investments		(41,184)	(78,772)
Provision for bad debt		1,286,950	1,106,441
Gain on sale of assets		441	-
Changes in operating assets and liabilities			
Accounts receivable	(1,658,315)	(853,360)
Prepaid expenses		14,164	(25,604)
Accounts payable and accrued expenses		20,655	9,712
Accrued payroll and related expenses and vacation		17,690	39,432
Estimated third-party liability		817,600	(351,004)
Deferred revenue	_		<u>(206,580</u>)
Net cash provided by operating activities	_	<u>1,292,767</u>	1,119,272
Cash flows from investing activities			
Purchases of investments		(618,427)	(536,716)
Proceeds from the sale of investments		629,301	551,403
Purchase of property and equipment	-	<u>(207,305</u>)	<u>(130,555</u>)
Net cash used by investing activities	_	<u>(196,431</u>)	<u>(115,868</u>)
Cash flows from financing activities			(=#4 ==#0)
Net repayment on the line of credit		(248,224)	(751,776)
Principal payments on notes payable		<u>(128,532</u>)	<u>(123,643</u>)
Net cash used by financing activities	_	(376,756)	<u>(875,419</u>)
Net increase in cash and cash equivalents		719,580	127,985
Cash and cash equivalents, beginning of year	_	744,554	616,569
Cash and cash equivalents, end of year	\$ ₌	<u>1,464,134</u>	\$ <u>744,554</u>
Supplemental disclosures of noncash flow activities Acquisition of property and equipment included in accounts payable and accrued expenses	\$_	146,843	\$ <u> </u>

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

Organization

The Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

1. Summary of Significant Accounting Policies

Use of Estimates

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

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified as follows:

<u>Unrestricted net assets</u> - Net assets that are not subject to donor-imposed stipulations, which include board designated funds of \$540,065 and \$1,503,958 at June 30, 2018 and \$42,893 and \$1,483,120 at June 30, 2017, included in cash and investments, respectively.

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

<u>Permanently restricted net assets</u> - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization.

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

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

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

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2017 financial statements, from which the summarized information was derived.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources.

Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, net realized and unrealized gains (losses) arising from investments are reported as follows:

 Increases (decreases) in permanently restricted net assets if the terms of the gift require that they be maintained with the corpus of a permanent endowment fund;

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

- Increases (decreases) in temporarily restricted net assets if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in unrestricted net assets in all other cases.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than \$5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. In 2018 the method of allocating expenses by function was revised based on patient service revenue related to medical services by department. In 2017, expenses were allocated based on payroll expense by department.

Estimated Third-Party Liability

The Organization's third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2018 and 2017. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 24, 2018, which is the date that the financial statements were available to be issued.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

2. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 76% and 74% of the Organization's net program service fees for 2018 and 2017, respectively. Net revenues from the Medicaid program accounted for approximately 11% and 17% of the Organization's net program service fees for 2018 and 2017, respectively.

An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, recognized in 2018 and 2017 from those major sources is as follows:

	<u>2018</u>		<u>2017</u>
Private pay	\$ 1,401,634	\$	1,070,603
Commercial insurance	326,938	ı	322,958
Medicaid	1,880,676	I	2,546,817
Medicare	1,147,556	I	1,301,991
Other payers	589,739	I	438,909
Managed care	<u>16,899,789</u>		12,886,96 <u>1</u>
	22,246,332	<u> </u>	18,568,239
Less: Contractual allowances	(4,426,265	6)	(3,092,460)
Capitation adjustments	(5,990,567)	(3,452,269)
Provision for bad debt	(1,286,950	<u>)</u> _	(1,106,44 <u>1</u>)
	(11,703,782) _	<u>(7,651,170</u>)
Program service fees, net	\$ <u>10,542,550</u>	\$_	10,917,069

The increase in bad debt expense in 2018 as compared to 2017 is primarily due to collection issues relating to self pay patients.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

Private pay Blue Cross/Blue Shield Medicaid Medicare		
	34 % 4	61 % 1
Other	31 15 6	23 5 3
Managed care		7 100 %

3. Investments

Investments, which are reported at fair value, consist of the following at June 30:

		<u>2018</u>	<u>2017</u>
Common stocks	\$	554,946 \$	558,516
Equity mutual funds		403,223	718,546
U.S. Treasury bonds		436,769	343,841
Corporate bonds		270,297	24,062
Mortgage backed securities		-	87,951
Corporate bond mutual funds	-	97,993	
	\$_	<u>1,763,228</u> \$_	1,732,916

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

4. Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, Fair Value Measurement, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

Les control and a		Level 1		<u>2018</u> Level 2	<u>Total</u>
Investments Common stocks Equity mutual funds U.S. Treasury bonds Corporate bonds Corporate bond mutual funds	\$	554,946 403,223 436,769 - 97,993	\$	270,297	\$ 554,946 403,223 436,769 270,297 97,993
·	\$ ₌	<u>1,492,931</u>	\$ _	270,297	\$ 1,763,228
		Level 1		<u>2017</u> Level 2	<u>Total</u>
Investments Common stocks Equity mutual funds U.S. Treasury bonds Corporate bonds Mortgage-backed securities	\$	558,516 718,546 343,841 - 87,951	\$	24,062 	\$ 558,516 718,546 343,841 24,062 87,951
	\$_	1,708,854	\$	24,062	\$ <u>1,732,916</u>

The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

5. Property and Equipment

Property and equipment consists of the following:

	2018 2017	
Land, buildings and improvements Furniture and equipment Computer equipment	\$ 5,028,346 \$ 4,983,891 284,824 263,330 254,861 230,567 684,047 660,917	
Software Vehicles Construction in process	32,766 	
Less accumulated depreciation	6,492,851 6,171,471 (3,559,185) (3,341,102)	I
Property and equipment, net	\$_2,933,666 \$_2,830,369	

6. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act), which became effective July 1, 2008, as requiring the preservation of the contributed value of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' real value, that excess is available for appropriation and, therefore, classified as temporarily restricted net assets until appropriated by the Board of Trustees for expenditure. Funds designated by the Board of Directors to function as endowments are classified as unrestricted net assets.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the Organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Organization; and
- (7) The investment policies of the Organization.

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy

Currently, the Organization does not have a written spending policy approved by its Board of Directors. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2018 were as follows:

, and the state of	• •			
	Unrestricted	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 137,837	\$ 121,435	\$ 259,272
Board-designated endowment funds	<u>1,544,023</u>		=	<u>1,544,023</u>
	\$ <u>1,544,023</u>	\$ <u>137,837</u>	\$ <u>121,435</u>	\$ <u>1,803,295</u>
The changes in endowment net assets for	the year ended	June 30, 2018	were as follows	3:
	<u>Unrestricted</u>	• •	Permanently <u>Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2017	\$ 1,526,011	\$ 129,553	\$ 120,244	\$1,775,808
Contributions	200	-	-	200
Investment return				44 700
Investment income	35,886	·	739	•
Net appreciation	35,387		729	•
Investment fees	(13,461)	(1, <u>928</u>)	(277)	<u>(15,666</u>)
Total investment return	57,812	8,284	1,191	67,287
Appropriation of endowment assets for				
expenditure	<u>(40,000)</u>	·		<u>(40,000</u>)
Endowment net assets, June 30, 2018	\$ <u>1,544,023</u>	\$ <u>137,837</u>	\$ <u>121,435</u>	\$ <u>1,803,295</u>
The endowment net asset composition by	type of fund as	of June 30, 20	17 were as follo	ws:
	<u>Unrestricted</u>	•	Permanently <u>Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 129,553	\$ 120,244	\$ 249,797
Board-designated endowment funds	1,526,011	-	_	<u>1,526,011</u>
	\$ <u>1.526.011</u>	\$ <u>129,553</u>	\$ <u>120,244</u>	\$ <u>1,775,808</u>

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

The changes in endowment net assets for the year ended June 30, 2017 were as follows:

	<u>Unrestricted</u>	Temporarily <u>Restricted</u>	Permanently <u>Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2016	\$ 1,539,326	\$ 71,810	\$ 98,593	\$1,709,729
Investment return Investment income Net appreciation Investment fees	37,416 67,933 <u>(13,867</u>)	5,219 9,476 (1,934)	751 1,363 (278)	43,386 78,772 (16,079)
Total investment return	91,482	12,761	1,836	106,079
Appropriation of endowment assets for expenditure	(40,000)	-	-	(40,000)
Reclassification of net assets	(64,797)	44,982	<u>19,815</u>	-
Endowment net assets, June 30, 2017	\$ <u>1,526,011</u>	\$ <u>129,553</u>	\$ <u>120,244</u>	\$ <u>1,775,808</u>

In 2017, the Organization reviewed historical data relating to permanently restricted net assets and, due to changes in interpretation of original gift records, reclassified net appreciation from unrestricted net assets to temporarily restricted net assets and permanently restricted net assets.

7. Debt Obligations

Line of Credit

The Organization maintains a \$1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of Prime plus 1.0% adjusted daily with a floor rate of 4.00% (6% at June 30, 2018). Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2018 and an outstanding balance of \$248,224 at June 30, 2017. The line of credit agreement has a maturity date of February 28, 2019.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

Notes Payable

The Organization had the following notes payable:

		<u>2018</u>		<u>2017</u>
4.25% note payable to TD Bank in monthly principal and interest payments of \$8,133 through January 2019, at which time a balloon payment for the remaining principal is due; collateralized by mortgaged property.	\$	888,676	\$	946,599
Note payable to TD Bank in monthly principal and interest payments of \$6,016 through July 2020, at which time a balloon payment for the remaining principal is due. Interest rate at the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% (5.82% at June 30, 2018); collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education				
Facilities Authority.	_	658,329	_	<u>697,393</u>
Less: unamortized deferred issuance costs	_	1,547,005 (2,031)	_	1,643,992 <u>(2,878</u>)
Total notes payable	\$ _	<u>1,544,974</u>	\$ <u>_</u>	<u>1,641,114</u>

The scheduled maturities on notes payable are as follows:

2019	\$ 930,818
2020	48,149
2021	568,038

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2018.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

8. Commitments and Contingencies

Litigation

At June 30, 2018, the Organization was a named respondent in an administrative matter. After consultation with legal counsel, management estimates this matter will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

Construction Commitment

In 2018, the Organization commenced renovations of a building. In connection with these renovations, the Organization expects the total cost of the project to be approximately \$412,000 and has signed construction contracts for that amount. Total costs incurred at June 30, 2018 were approximately \$200,000, and the project is expected to be completed during the year ending June 30, 2019.

Operating Leases

Rent expense of \$12,079 for various equipment was incurred for both the years ended June 30, 2018 and 2017, under noncancellable operating lease agreements covering a term greater than one year.

Future minimum lease payments required under noncancellable lease agreements for the next two years ending June 30 are as follows:

	<u>Leases</u>
2019 2020	\$ 12,079 9,380
	\$ <u>21,459</u>

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2018, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Notes to Financial Statements

June 30, 2018 (With Comparative Totals for June 30, 2017)

9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. Effective July 1, 2017 the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the year ended June 30, 2018. Expenses associated with this plan were \$102,941 for the year ended June 30, 2018. There was no expense associated with this plan for the year ended June 30, 2017.



BOARD OF DIRECTORS 2019

Alphabetical Order

Emily Blatt, MSM

Pamela Burns - Board Vice Chair

Christine D. Furman, MBA

Alan Harkabus

Jone LaBombard, MS - Board Secretary

Laura Maistrosky, Esquire

Elizabeth Sheehan

Mary Ann Somerville

Tanya L. Spony, Esquire - Board Chair

Aaron Telage, CPA, MSA

Marie Tule, CPA, MSA - Board Treasurer

Donna Upson, MBA

Diane Vienneau, M.Ed., CAGS

EMPLOYMENT OBJECTIVE:

Provide dynamic leadership for an organization that delivers a valuable service that meets a critical human need.

EMPLOYMENT HISTORY:

Executive

Director Greater Nashua Mental Health

Nashua, NH

Dates of employment: July '15 – Present

Duties:

Responsible for the overall operations of the Community Behavioral Health Center in the second largest city in New Hampshire, providing a comprehensive array of behavioral health services to residents in the southernmost part of the State. The agency has a staff of approximately 225, with an annual budget of 18 million; serving over 5,000 clients per year.

President

& CEO Behavioral Health Services North

Plattsburgh, NY

Dates of employment: Mar. '13-June'15

Duties:

Responsible for the overall operations of one of the oldest and largest nonprofit organizations in upstate New York, providing a comprehensive array of behavioral health and social support services for clients across the entire age / developmental spectrum. The agency has a staff of approximately 180, with an annual budget of over 10 million; serving approximately 8,000 individuals each year through 24 programs across three rural counties.

Results:

Led the Board and Staff through a comprehensive strategic planning process in response to a rapidly changing healthcare environment--including the transition to Medicaid managed care and integrated health. New initiatives include: same day client access, maximizing technology to enhance efficiency and effectiveness, a performance management program and other human capital enhancements, significant expansion of new low income housing, bringing primary care into the behavioral health clinic, a new community-based crisis stabilization program, enhancing client access to best practices; along with an expansion of development, marketing and community relations activities. Named to the Steering Committee for the northern New York healthcare delivery system reform initiative: a program initiated by the Governor to promote integrated care, reduce unnecessary hospitalizations, increase best practices, and make recommendations for a successful transition to Medicaid managed care.

Consultant & Interim Director of Development and Community Relations Visiting Nurse & Hospice of VT and NH

West Lebanon, NH

Dates of employment: Jan.-Sept. 2012

Duties:

Brought in to assist the organization with Fund Raising / Development, Marketing and Community Relations initiatives. The agency provides home health care and hospice services to a large, rural population in western New Hampshire and eastern Vermont; with over 200 staff and an annual operating budget of 20 million. The agency had been experiencing declines in referrals as a result of new competition, as well as declines in revenue from development activities (annual appeals, grants, etc.).

Results:

Serving as both consultant and interim Director of Development and Community Relations, I worked with the senior leadership and the Board Development Committee to define the problems and formulate solutions. Delivered new marketing and development strategies and plans that were designed to address the issues identified and effectively utilize available resources to accomplish the goals. Achieved the best Spring appeal campaign in five years, more than doubling the income from the previous year's effort. This was a limited term engagement.

CEO Range Mental Health Center

Virginia, MN

Dates of employment: June '10-Nov. '11

Duties:

Responsible for the overall operations of this comprehensive community behavioral health organization that employs 250 staff, with an annual budget of 13 million. The organization offers comprehensive programming for youth through seniors, has both in-patient and outpatient chemical dependency services (including detox), supported housing, community crisis facilities, adult foster homes, partial hospitalization programs, community-based support services for the seriously mentally ill, and family / youth support services in every school district in the area.

Results:

Led board and senior management through a strategic planning effort to prepare the agency to thrive in a rapidly changing, healthcare reformed marketplace. Developed new partnerships with primary care and launched an integrated care pilot program that holds the promise of both enhanced client outcomes and improved profit margins. Initiated several business process restructuring efforts to dramatically reduce client wait times, reduce days in A/R, reduce documentation time, and increase service capacity without adding additional staff. Launched several new service lines and opened a community-based crisis facility to meet the acute behavioral health needs of area residents—at roughly a third of the cost of hospital-based services. Left the agency to return to New Hampshire and reunite with family after efforts to sell NH home proved to be unsuccessful in a difficult market.

Executive Familystrength

Director: Concord, NH Dates of employment: Jan.'06-May '10

Duties: Responsible for the overall operations of this state-wide private, nonprofit agency that

provides intensive home / community-based services for at-risk youth and their families; the agency had a staff of 45 and a budget of 2.5 million. Strong focus on strategic planning, board and middle management development, and restructuring of

organizational processes and personnel for optimal agency performance.

Results: The agency went from a deficit of \$197,000 in 2005 (prior to my arrival), to a surplus

of \$228,000 (and additional clients served) at the close of my first year. The agency saw similar increases in 2007 and was on track for another record year in 2008--until the state / national economy took a downturn and referrals were adversely affected. Re-engineered the organization to be more cost effective, competitive in '09; State funding continued to be cut so sought out strategic partnerships and merged the organization with another nonprofit agency that was closely aligned and less dependent

upon State funding for future growth and sustainability.

Owner: The Wellness Center

Powell, Wyoming Dates of employment: 2004 - 2005

Duties: Private practice providing consulting services to area businesses, schools, hospitals,

and other human services related organizations; in addition to conducting individual,

couples and family therapy on an outpatient basis.

Executive Park County Mental Health Center

Director: Cody, Wyoming Dates of employment: 1996 – 2004

Duties: Responsible for the overall operations of this private, nonprofit community mental health agency with a staff of 30 and a budget of 2 million. When I arrived, the agency was heavily in debt, attempting to recover from lawsuits, had multiple staffing and recruitment concerns and was facing the very real prospect of having to close its doors. The agency's reputation in the community was poor at best and its ability to accomplish

its mission was severely compromised.

Led the organization through a comprehensive strategic planning process and within a relatively short period, the organization more than quadrupled in size, expanded its operating budget / income by almost 500%, established a healthy reserve and best of all—significantly enhanced the mental health of the communities it serves by providing healthcare in a rural environment that is second to none. The agency maintained multiple sites for ease of access, operated a drop-in center for SPMI clients and provided on-site community-based services in area hospitals, schools, nursing homes / senior centers, correctional facilities, etc. Created a community-based acute care option to prevent unnecessary hospitalizations and implemented a mobile crisis program to respond to acute/emergency needs on a county-wide basis.

Results:

Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.

- Quadrupled the size of organization and the associated revenue
- Oversaw the design and building of multiple facilities
- Oversaw the design and implementation of an integrated computerized client database, clinical records, and accounting/billing system
- Facilitated the integration of mental health care with primary health care systems, educational systems, law enforcement / correctional systems and other community-based social / human service systems.
- Achieved national accreditation (CARF), youth/adult behavioral health care
- Significantly enhanced the agency's community reputation and fiscal viability
- Effectively managed significant growth and change

Program

HSI Counseling/EAP Services, Human Services Inc.

Manager:

Denver, Colorado

Dates of employment: 1994 – 1996

Duties:

Responsible for the operations of six out-patient mental health offices in the Metro-Denver and Boulder area which provided over 8,500 counseling sessions per year. The agency is a private, not-for-profit that serves a wide variety of clients (adults, families, couples and youth), as well as those from various ethnic backgrounds and disabilities. Provided clinical and administrative supervision to a staff of 26. Developed program budgets, marketing plans, policies and procedures and oversaw staff development and training. Grant writing and public relations efforts were also effectively carried out.

Program

Child and Family Services, Aurora Community Mental Health Center

Manager:

Aurora, Colorado

Dates of employment: 1991 – 1994

Duties:

Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

Family
Therapist:

Willow Street Center for Youth / Families, Abbott Northwestern Hospital
Minneapolis, Minnesota Dates of employment: 1988 –1990

Duties:

Conducted individual and family assessments, provided intensive therapeutic interventions for acutely mentally ill and/or suicidal youth, adults and their families. Facilitated therapeutic groups for both youth and adults. Provided family, marital and individual therapy on an outpatient basis as well.

Program

CrossStreets for Youth/Families, St. Paul Youth Service Bureau

Manager:

St. Paul, Minnesota

Dates of employment: 1987 – 1988

Duties:

Responsible for overall program development/oversight, fiscal management and public relations efforts. Provided administrative and clinical supervision to a staff of six family counselors. Managed a federal runaway and homeless youth grant. Board member for the state runaway youth and family organization. Provided statewide training on time efficient therapy techniques with youth and families.

Executive

Alpha House Youth Care Inc.

Director:

Menomonie, Wisconsin

Dates of employment: 1980 - 1985

Duties:

Served in several capacities with this agency—Youth Worker, Program Manager, and Executive Director for two years. Ultimately responsible for the overall operations of this private, nonprofit youth and family crisis intervention and evaluation center. The agency provided individual and family evaluations for county courts and human services departments in a seven county area. The agency was able to maintain a positive fund balance for the first time in its ten-year history under my administration.

ACADEMIC ACHIEVEMENTS:

Master of Science Mar

Marriage and Family Therapy (AAMFT Approved)

University of Wisconsin-Stout

Master of Science

Guidance and Counseling University of Wisconsin-Stout

Bachelor of Arts

Psychology

University of Wisconsin-Stout Graduated Summa Cum Laude

Certificate

Nonprofit Financial Stewardship

Harvard Kennedy School

Leadership Academies Park County, Wyoming Leadership Program; Greater Concord Area, New Hampshire Leadership Program; Blandin Foundation Leadership

Program, Minnesota

PROFESSIONAL AFFILIATIONS / AWARDS: Awarded Marriage and Family Therapist of the year by the Colorado Assoc. of Marriage and Family Therapists (for state legislative advocacy efforts). Member of the National Council for Community Behavioral Healthcare.

Education:

Antioch New England Graduate School, Keene, NH Psy.D. in Clinical Psychology, 2006

University of New Hampshire at Manchester, Manchester, NH Certificate in Sign Language Interpretation, 2004

Rhode Island College, Providence, RI B.A. in Psychology and Communications with Honors, 1995 Communications emphasis in Speech and Hearing Sciences

Clinical Experience:

Riverbend Community Mental Health Henniker, NH 8/05-present Child and Family Therapist

Presently engaged in working with a multidisciplinary team that provides mental health services to children and their families. Position includes provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools is also involved in the position. Psychology post-doctorate supervision received from 4/06 through present.

Moore Center Services MIMS Worker/Supervisor

Manchester, NH 12/02-6/05

Provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, other administrative duties, and direct support of consumers involving teaching symptom management strategies and social skills as directed by consumers' treatment plans.

University at Albany Counseling Center Ellis Hospital Mental Health Clinic Pre-doctoral Intern in Psychology Albany, NY 7/0 Schenectady, NY

7/01-7/02

APPIC accredited internship with focused training in two distinct settings, a university counseling center and a community mental health center. Core activities included intake assessment and referral, individual and group psychotherapy, crisis intervention in role as "psychologist of the day," individual supervision of second year doctoral student, group supervision of undergraduate peer trainers, and psychological assessment. Also received advanced training on the Rorschach Inkblot Procedure. Training at community mental health center focused on assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an outpatient setting.

Monadnock Developmental Services Group Facilitator

Keene, NH

8/99-6/01

Responsible for co-facilitating a monthly group for children who have a sibling with some type of physical or developmental disability, such as autism, leukemia, or cerebral palsy. The group included both expressive and process components and dealt with topics such as roles within a family and shame.

Wediko Children's Services

Windsor, NH

9/00-6/01

Assistant Teacher (AmeriCorps Position)

Intensive diagnostic and treatment program that utilizes assessment, education, and behavioral intervention with males ranging in age from 8 to 18 who have emotional and/or behavioral challenges. Responsibilities included assisting lead teacher with academic material presented in classroom, teaching elective classes, implementing Individualized Education Plans (IEPs), and carrying out other duties necessary to maintain the therapeutic milieu of the residential school.

Psychological Services Center Administrative Assistant

Keene, NH

8/99-5/01

Assisted with the administration of a psychology training clinic, including managing billing clients and insurance agencies and coordinating referrals for service. Also involved in the instruction of first year students with the usage of scoring templates for the MMPI-2 and other testing materials owned by the clinic.

Antioch New England Graduate School Keene, NH Fall 2000 Teaching Assistant for Fundamental Clinical Skills I and II

Provided instruction to first year doctoral level students on utilizing confrontation in therapy and on giving mental status examinations. Facilitated small groups of students practicing and learning about beginning counseling and assessment techniques. Also responsible for reading papers and providing feedback to students about their developing skills.

Psychological Services Center

Keene, NH

7/99-6/00

PSC Clinician

Pre-doctoral practicum experience involving working with adults, families, and children in an outpatient setting. Received specialized training in cardiac rehabilitation, counseling parents, conducting learning disability assessments, and working with people with eating disorders.

New Hampshire Hospital

Concord, NH

9/98-5/99

Psychology Extern

Pre-doctoral training in assessment and therapy with adults diagnosed with major mental illness and/or personality disorders in an inpatient setting. Monthly seminars attended included Neuropsychology, Case Presentation, and Assessment (Rorschach). Also attended bi-weekly Grand Rounds.

Arbour-Fuller Hospital

S. Attleboro, MA

10/95-2/99

Activity Therapist /Behavior Therapy Specialist

Attended team meetings, determined rehabilitation goals for treatment plans, supervised activity therapy intake screenings, and conducted daily rehabilitation groups on a locked, acute unit for adolescents. Responsibilities also included implementing behavior plans, collecting data, and conducting different types of group therapy, on a locked, acute unit for adults with developmental disabilities.

Leadership Experience:

Beauty 4 Ashes

Member, Board of Directors

2004-present

New Hampshire Registry of Interpreters for the Deaf

Member at Large of Executive Board Student Representative to Executive Board

2004-2005

2002-2004

ASL Club at the University of New Hampshire at Manchester

President

2002-2003

Antioch New England Graduate School

Member, Admission Team

Spring 2000& 2001

Reviewed written applications of prospective students. Also conducted team and individual interviews and collaborated in final selections of students.

Research Experience:

Antioch New England Graduate School

Keene, NH

2000-2006

Dissertation Research

Completed dissertation entitled The Third Party Psychologists' Attitudes Regarding the Use of Interpreters in Therapy.

Antioch New England Graduate School

Keene, NH

9/99-8/00

Student Member of Internal Review Board (IRB)

Attended monthly IRB meetings, read research proposals, and collaborated with other team members to provide recommendations to researchers.

Butler Hospital

Providence, RI

12/94-9/97

Volunteer Research Coordinator & Assistant

Under the supervision of Caron Zlotnick, Ph.D., responsible for coordinating a research project on Adolescent Suicide Attempters and Ideators, which involved a clinical assessment and report of each adolescent. Also scored, entered, and analyzed data on patients in the Women's Treatment Program at the hospital. Position required extensive knowledge of the SAS system.

Papers and Presentations:

The Third Party: What are Psychologists' Opinions of Interpreters in Therapy.

Presented at the Region 1 Conference of the Registry of Interpreters for the Deaf.

Providence, RI. July 2006

Anxiety and Stress Management the Natural Way. Presented workshop at the Spinal Corrective Center in Amherst, NH. May 2006

Mental Illness Management Services. Presented workshop at Riverbend Mental Health Center for staff training purposes. May 2006

Transitions for Parents. Developed program designed to explore parental roles in freshman transitions at the University at Albany. June 2002

Parents as Partners. Developed document providing information about college students' use of alcohol and other drugs and parental roles in moderating that was placed on a website for parents at the University at Albany. June 2002

Depression and Women. Presented workshop to a sorority at the University at Albany. April 2002

Stress Management. Presented a workshop to a group of Residential Assistants on the University at Albany campus. April 2002

Handbook of Interpreting in Mental Health Settings. Unpublished Manuscript, University of New Hampshire at Manchester. May 2000

Family Functioning and Loneliness in Adolescent Suicide Ideators and Attempters. Presented paper at 32nd Annual Conference of the American Association of Suicidology. April 1999

Gender and Memory. Presented at the Fourth Annual Undergraduate Research Conference at Rhode Island College. Spring 1995

Professional Affiliations:

American Psychological Association

APA Division 12, Clinical Psychology

APA Division 22, Rehabilitation Psychology

Special Interest Section on Deafness

New Hampshire Association of the Deaf

New Hampshire Disaster Behavioral Health Response Team (DBHRT)

Registry of Interpreters for the Deaf

New Hampshire Registry of Interpreters for the Deaf

Weare Citizens Emergency Response Team (CERT)

Languages of Fluency:

American Sign Language (ASL)

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST







SKILLS

Budgeting & Forecasting
Analysis & Reporting
Ethics & Compliance
Strategic Planning
Team Leadership
Project Management
Accountability
Improving Efficiency
Business Systems
Risk & Resource Management
Presentations
Active Listening

EDUCATION

MASTER'S DEGREE Business Administration Southern New Hampshire University 2009 - 2011

BACHELOR OF SCIENCE Accounting Franklin Pierce College 1998 – 2000

LICENSES & CERTIFICATIONS

CERTIFIED MANAGEMENT ACCOUNTANT License #51807

CANDIDATE Certified Public Accountant Anticipated: 05/2018

PROFESSIONAL PROFILE

A financial professional with over ten years of managerial and administrative experience in a diverse set of industries and with a proven record of innovation and leadership. With a focus on continuous improvement and a holistic approach, I am able to reach strategic goals through the use of collaboration, technology and grit. Leading by example, I have successful restored confidence and respect in financial departments while focusing on customer service and a commitment to the corporate mission.

EXPERIENCE

BUSINESS AFFAIRS OFFICER/CFO Manchester Community College/March 2014 – October 2015

As a member of the President's Cabinet and Leadership Team, developed policies and procedures to allow the College to meet its mission and strategic focus. Successfully managed an overall budget of \$22 million by working with department managers over 60 different departments. Directed all institutional operations including accounting & finance, facilities, campus safety, capital projects as well as risk management. Mentored eight (8) direct reports and a total of 29 total employees in the areas of finance, maintenance, safety, reception and stockroom. Participated in system-wide CFO meetings as well as Finance Committee meetings on behalf of the College.

- Developed a more collaborative and positive annual budget process during a
 period of revenue decline. Presented audience appropriate updates and pro
 forma statements throughout year to campus leadership, BOD, staff & faculty
 and advisory committees.
- Greatly increased accuracy of financial reporting and adherence to GAAP through the realignment of cost departments, and improvements to the data structure within Banner Finance.
- Created financial models and tools that allowed management and department leaders to project financial impacts of various enrollment scenarios.
- Increased fee revenue by 10% following thorough financial analysis.
- Overhauled campus safety systems and procedures to better ensure the safety
 of students, staff, faculty and visitors. Improvements included; a remote door
 locking system, camera and surveillance upgrades, rekeying of the entire
 campus and the installation of security software.
- Implemented software that enabled the facilities department to capture and analyze workforce data that would allow management to identify and capitalize on potential personnel efficiencies and better plan for deferred maintenance.
- Introduced the concept of long-term forecasts for the benefit of strategic budgeting,
- Re-engineered adjunct contract process, improving accuracy by 75%.
- Implemented P-Card program to over 50 users.
- Verified donor and grant funding spent in accordance with donor intent or grant guidelines.
- Provided ongoing feedback to subordinates and created development plans that encouraged growth and satisfaction for each employee.

BETTEJEAN NEVEUX

FINANCIAL & MANAGERIAL STRATEGIST

EXPERIENCE continued



VICE PRESIDENT FOR FINANCE AND ADMINISTRATION



New Hampshire Association for the Blind/September 2011 - May 2014



Collaborated with other members of management to review, select and monitor organizational opportunities. Managed all financial and administrative matters including, HR, IT, and facility functions.

TECHNICAL

SKILLS

 Managed \$2.5 million annual budget process and provided monthly financials and respective analysis to Board of Directors and Management Team.

Microsoft Office Suite

Improved the financial story through the creation of visual dashboards supplementing the monthly financial package.

Advanced Excel

 Ensured proper application of investment and spending policies to the organization's \$7 million endowment and Charitable Gift Annuities.

Banner

Reduced Life and LTD costs by 60% and other contractual expenses by 50% through re-negotiations with vendors.

Salesforce

 Prepared all year-end audit schedules, maintained all supporting documentation for 990 filing, and completed monthly and annual

Salestorce Conga Reporting reconciliations.

• Calculated annual compensation from endowment fund and other donor

Blackbaud

 restricted funds.
 Mapped and managed data conversion of client data from legacy system to Salesforce.com and designed an automatic invoicing system resulting in

Dashboards

personnel savings through work efficiencies.
 Enhanced data integrity and improved financial reporting through

Sage MIP, MAS90

improvements to the GL structure and updated financial software.

QuickBooks

ACCOUNTANT

Graphical representations

New Hampshire Association for the Blind/November 2005 - September 2011

SchoolDude

Performed all accounting duties for the organization including payroll, A/R, A/P as well as providing IT and HR support. As part of a succession plan and expected assumption of VPFA position, progressive responsibilities included completion of the monthly close process, preparation of year end schedules for annual audit and 990 preparation.

MEMBERSHIPS & AFFILIATIONS

DEPARTMENT SECRETARY/ADMISSIONS COORDINATOR

Notary Public

Catholic Medical Center/August 1996 - October 2004

Institute of Management Accountants

While performing all duties relative to being a stay at home Mom, I worked in the healthcare industry to take advantage of the weekend and evening hours. In this role, I performed all administrative duties within the admissions, emergency and maternity departments for catholic medical center. Utilized customer service, listening and time management skills to ensure excellent patient care.

Delta Mu Delta

VOLUNTEER CONSUM

CONSUMER LOAN RECOVERY MANAGER

EXPERIENCE

First New Hampshire Bank/September 1990 - May 1996

Rape and Domestic Crisis Center/Treasurer 1992 - 1994 Managed all collection efforts for the recovery of charged off funds related to the consumer loan portfolio. Directed a staff of six (6) and assigned outside legal counsel and collection agencies ensuring greatest recovery of funds.

CURRICULUM VITAE

Marilou B. Patalinjug Tyner, M.D., FAPA

Employment	
2003 – 2010	Outpatient Psychiatry, HBHS dba Process Strategies 376 Kenmore Drive, Danville, WV 25053
2003 – 2008	Outpatient Psychiatry, HBHS dba Process Strategies 163 Main Street, Clay, WV 25043
2008 – 2009	Tele-psychiatry for Prestera Center, Clay County based at Prestera Center, 511 Morris Street, Charleston, WV 25301
2007 – 2009	Tele-psychiatry for PsyCare, Inc. for the Potomac Highland Regional Jail and Central Regional Jail, WV
2010 – 2011	Tele-psychiatry for Prestera Center, Boone County based at Process Strategies office
2010 – 2013	Medical Director, Assessment Unit (TPC Program), Highland Hospital 300 56 th Street, Charleston, WV 25304
2007 – 2013	Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV, Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites since March 2010, based at Process Strategies office
2008 – 2013	Outpatient Psychiatry, Process Strategies 1418A MacCorkle Avenue, Charleston, WV 25303
2013 - Current	Chief Medical Officer, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
2013 – Current	Forensic Psychiatry Unit, Highland-Clarksburg Hospital 3 Hospital Plaza, Clarksburg, WV 26301
Certification / Licensure	
1987 - 1995 2002 - 2003 2002 - 2004 2003 - Current 2003 - Current 2005 - Current 2013 - 2023	Physician Licensure, Philippines Physician Licensure, State of Connecticut Physician Limited Permit, New York Physician Licensure, West Virginia Diplomate in Psychiatry, American Board of Psychiatry and Neurology, Inc. Certification in Forensic Psychiatry American Board of Psychiatry and Neurology, Inc. Maintenance of Certification in Psychiatry, American Board of Psychiatry and Neurology, Inc. Maintenance of Certification in Forensic Psychiatry
	American Board of Psychiatry and Neurology, Inc.

Education

	B.S. M.D.	Psychology, University of the Philippines College of Arts and Sciences Quezon City, Philippines University of the Philippines College of Medicine Manila, Philippines
Postdoctoral Tra	alning	,
1987 - 19	988	Postgraduate Internship, Philippine General Hospital
1989 - 19		Manila, Philippines Residency Training, Psychiatry
1991 - 19	992	Philippine General Hospital, Manila, Philippines Chief Resident, Psychiatry
1998 - 2	2002	Philippine General Hospital, Manila, Philippines Residency Training, Psychiatry
2001 - 2	2002	NYU School of Medicine, New York, NY 10016 Chief Resident, Psychiatry Outpatient Division Chief Resident (July-December 2001)
2002 - 20	003	Administrative Chief Resident (January-June 2002) NYU School of Medicine, New York, NY 10016 Fellowship Training, Forensic Psychiatry NYU School of Medicine, New York, NY 10016

Other Professional Positions

1993	Research Associate, Intercare Research Foundation, Inc.
	Metro Manila, Philippines
1993 - 1994	Research Assistant, Research Foundation for Mental Hygiene
	Research based at Kirby Forensic Psychiatric Center
	Wards' Island, NY 10035
1994 – 1998	Research Scientist, Nathan S. Kline Institute
	Research based at Kirby Forensic Psychiatric Center
	Wards' Island, NY 10035

Awards and Honors

1983	Cum Laude, BS Psychology, University of the Philippines
1983	Phi Kappa Phi Honor Society, University of the Philippines.
1983	Pi Gamma Mu Honor Society, University of the Philippines
1992	Ciba-Geigy Fellowship Grant in Administrative Psychiatry
2002	Aventis Women Leaders Fellowship,
	American Psychiatric Association Annual Meeting, Philadelphia

Membership in Professional Societies

2000 - 2010	Member, American Psychiatric Association
2010 - Current	Fellow, American Psychiatric Association
2002 - Current	Member, American Academy of Psychiatry and the Law
2002 - Current	Member, NYU-Bellevue Psychiatric Society
2008 - Current	Member, American Medical Association
2008 - Current	Member, West Virginia State Medical Association

Teaching Experience

1990 - 1992	Training of Trainers in Critical Incident Stress Debriefing
	National Program for Mental Health, Philippines
1992 - 1993	Lectures in Psychiatry for Physical Therapy Students,
	University of the Philippines College of Manila, Philippines
1994 - 1998	Instructor, Management of Crisis Situations for Forensics
	Kirby Forensic Psychiatric Center, Wards Island, New York
2001 - 2003	Clinical Instructor, New York University School of Medicine
2004 - current	Clinical Assistant Professor, West Virginia University, CAMC
	Department of Behavioral Medicine and Psychiatry, Charleston, WV
2015 - current	Clinical Assistant Professor, West Virginia University School of Medicine,
	Morgantown, WV

Research

- Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56th Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
- Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louis, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. Psychiatry Research: Neurolmaging Section, 107: 61-73.
- 3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
- 4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters in a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
- Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
- Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
- Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Aguilar M.A., Salazar M.C., Patalinjug M.B. (1994). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
- Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guillergan M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18th Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

CONTRACTOR NAME

Key Personnel

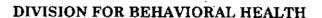
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this
Craig D. Amoth	President & CEO	\$175,000	TBD	Contract TBD
Marilou Patalinjug Tyner	Chief Medical Officer	\$258,830	TBD	TBD
Cynthia Whitaker	Chief of Services	\$104.906	TBD	TBD
Bettejean Neveux	Chief Financial Officer	\$ 99,513	TBD	TBD
<u>.</u>		-		_



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES



129 PLEASANT STREET, CONCORD, NH 03301 603-271-9200 1-800-852-3345 Ext. 9200 Fax: 603-271-9200 TDD Access: 1-800-735-2964





November 8, 2018

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend a sole source agreement with Community Council of Nashua, New Hampshire, d/b/a Greater Nashua Mental Health Center at Community Council (Vendor #154112), 100 West Pearl Street, Nashua, NH 03060 for the provision of a First Episode Psychosis Pilot Program, by increasing the price limitation by \$21,500 from \$12,913,412 in the aggregate to an amount not to exceed \$12,934,912 in the aggregate, effective upon Governor and Executive Council approval, with no change to the completion date of June 30, 2019.

The original agreement was approved by the Governor and Executive Council on June 21, 2017 (Late Item #A) and amended on September 13, 2017 (Item #15). 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	Locations	Current Budget	Increase/ (Decrease)	Revised Budget
Northern Human Services	Conway	\$783,118	\$0	\$783,118
West Central Services/DBA West Central Behavioral Health	Lebanon	\$661,922	\$0	\$661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$673,770	\$0	\$673,770
Riverbend Community Mental Health, Inc.	Concord	\$853,346	_ \$0	\$853,346
Monadnock Family Services	Keene	\$806,720	\$0	\$806,720
Community Council of Nashua, NH/DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$2,545,738	\$21,500	\$2,567,238
The Mental Health Center of				
Greater Manchester, Inc.	Manchester	\$3,394,980	\$0	\$3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$1,771,070	\$0	\$1,771,070

Vendor	Locations	Current Budget	Increase/ (Decrease)	Revised Budget
Behavioral Health &				
Developmental Svs of Strafford				1
County, Inc., DBA Community				
Partners of Strafford County	Dover	\$644,626	\$0	\$644,626
The Mental Health Center for			· · · ·	•
Southern New Hampshire/DBA				
CLM Center for Life Management	Derry	\$778,122	\$0	\$778,122
TOTAL		\$12,913,412	\$21,500	\$12,934,912

The table above represents a total of ten contractors that provide mental health services statewide. The ten contracts were presented to the Governor and Executive Council as a group in previous actions. This Requested Action is for one of the ten contracts.

FISCAL DETAIL ATTACHED

Funds to support this request are available in State Fiscal Year 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

EXPLANATION

This request is **sole source** because Greater Nashua Mental Health Center at Community Council currently contracts with the Bureau of Mental Health Services through a **sole source** agreement, and is in the process of implementing of a First Episode Psychosis treatment program. This request adds additional funding to the work that is in progress.

Greater Nashua Mental Health Center at Community Council provides community mental health services for one thousand four hundred seventy-five (1,475) individuals in the Nashua area who are suffering from severe mental illness. These individuals often seek costly services at hospital emergency departments due to the risk of harm to themselves or others. They may have increased contact with local law enforcement, who will not have the services or supports readily available to provide assistance.

Greater Nashua Mental Health Center at Community Council participated successfully in the Recovery After an Initial Schizophrenia Episode (RAISE) model of First Episode Psychosis treatment study several years ago. The success of the RAISE model in treatment of early mental illness is proven and well-documented nationally, through studies such as the one in which the vendor participated.

When the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) informed all states of the requirement to set aside ten percent (10%) of their federal Mental Health Block Grant Funds to be directed toward the treatment of early mental illness, the Department's Bureau of Mental Health Services budgeted funds for a much-needed First Episode Psychosis program.

All ten (10) Community Mental Health Centers were offered the opportunity to work with the Bureau of Mental Health Services to establish a First Episode Psychosis program. Of these, only Greater Nashua Mental Health Center at Community Council responded in the affirmative.

The source of all funds in this amendment request is the ten percent (10%) of New

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 4

Hampshire's United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration Mental Health Block Grant that is required by federal law to be "set aside" for early intervention in mental illness.

Clinicians at Greater Nashua Mental Health Center at Community Council are experienced in the treatment of individuals with severe mental illnesses and psychotic symptoms. Their First Episode Psychosis treatment program serves youth and adults in the Nashua area between the ages of fifteen (15) and thirty-five (35) who are experiencing the early symptoms of mental illness. The Contractor's ongoing services within First Episode Psychosis program include:

- (1) Developing program staffing.
- (2) Facility improvements.
- (3) Determining and approving program elements for enrollees.
- (4) Providing assistance to eligible consumers in accordance with He-M 401.
- (5) Assisting with plaaning for discharge of consumers from New Hampshire Hospitial.

While many of the services included in the program are Medicaid-billable, it is additionally expected that between seventy percent (70%) and eighty percent (80%) of the participants in the First Episode Psychosis program will be underinsured and unable to meet the financial burden of paying out of pocket for the full continuum of services. These costs are eligible for federal Block Grant funding.

The most important factor for First Episode Psychosis program success is the hours devoted to community education and outreach. While community outreach does promote treatment of early mental illness, time spent building community partnerships can be extensive and does not directly produce revenue. Federal funds included in this amendment will allow the vendor to devote valuable time to these efforts

The effectiveness of First Episode Psychosis program services are measured through use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. These individual-level tools measure strengths and needs at program entry and track recovery progress thereafter. Careful measurement and monitoring of individuals, and of the First Episode Psychosis program, will ensure positive and provable recovery outcomes for individuals served, and will decrease expensive psychiatric hospitalizations and law enforcement involvement.

It is the intention of this amendment to support and promote the First Episode Psychosis pilot program and provide assistance to individuals who may be experiencing early symptoms of mental illness in the Nashua area. Additionally, it will assist in preventing chronic mental illness experienced by individuals throughout the state of New Hampshire, by providing funds to be directly applied to New Hampshire's pilot of a First Episode Psychosis program, as a model to be extended statewide in response to United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration requirements.

Should Governor and Executive Council not approve this request, time-limited Mental Health Block Grant set-aside funds will not be fully utilized and will have to be returned to the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration. Preventable increases in the number of individuals waiting for emergency treatment of early onset psychosis and preventable increases in the number of individuals suffering from, and being treated long term for, chronic severe mental illness in the state of New Hampshire will in turn contribute to increased burdens on hospital emergency

His Excellency, Governor Christopher T. Sununu and the Honorable Council
Page 4 of 4

departments and law enforcement agencies.

Area served: Greater Nashua Area primarily and others as referred.

Source of Funds: Amendment is 100% Federal Funds. Total contract is 16.20% Federal Funds from the Substance Abuse Mental Health Services Administration, Block Grant for Community Mental Health Services, Catalog of Federal Domestic Assistance (CFDA) #93.958, FAIN #SM010035-16 and 83.66% General Funds, and .14% Other Funds.

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this request.

Respectfully submitted

Katja S. Fox

Director

Approved by:

Jeffrey A. Meyers

Commissioner

05-95-92-922010-4117, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV,

BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT 88.2% General Funds; 11.65% Federal Funds; .15% Other Cf

CFDA#

93.778 1705NH5MAP Vendor # 177222

Northern Huma	n Services		T		Increase/	
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Decrease	Amount
2019	102/500731	Contracts for Program Services	TBD	379,249	0	379,249
2018 2019	102/500731	Contracts for Program Services	TBO	379,249	0	379,249
2019	102/300/31	Sub Total		758,498	0	758,498

Vendor # 177654 West Central Svcs, Inc., DBA West Behavioral Health increase/ Current Budget Amount Job Number Class Title **Decrease** Fiscal Year Class / Account 322,191 Ö 322,191 TBD Contracts for Program Services 2018 102/500731 0 322,191 322,191 Contracts for Program Services TBD 102/500731 2019 0 644 382 644,382 Sub Total

Vendor # 154480 The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health Increase/ **Amount Current Budget** Job Number Class / Account Class Title Fiscal Year Decrease 328,115 TBD 328,115 0 102/500731 Contracts for Program Services 201B 328,115 328,115 Ö TBD Contracts for Program Services 102/500731 2019 ٥ 656,230 656,230 Sub Total

Vendor # 177192 Riverbend Community Mental Health, Inc. Increase/ Amount **Current Budget** Class Title Job Number Class / Account Fiscal Year Decrease 381,653 381,653 Contracts for Program Services TBD 102/500731 2018 381,653 Contracts for Program Services 381,653 n TBD 102/500731 2019 763,306 763,306 Sub Total

Vendor # 177510 Monadnock Family Services Increase/ Amount **Current Budget** Job Number Class Title Fiscal Year Class / Account Decrease 357,590 357,590 Contracts for Program Services TBD 102/500731 2018 ٥ 357,590 357.590 Contracts for Program Services TBD 102/500731 2019 ō 715,180 715,180 Sub Total

Vendor # 154112 Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Increase/ **Current Budget** Amount Job Number Class Title Fiscal Year Class / Account Decrease n 1.183.799 1,183,799 TBD Contracts for Program Services 102/500731 2018 1,183,799 1,183,799 0 Contracts for Program Services CST 2019 102/500731 2,367,598 o 2.367.598 Sub Total

Vendor # 177184 The Mental Health Center of Greater Manchester, Inc. increase/ **Current Budget** Amount Job Number Class Title Class / Account Fiscal Year Decrease 1,646,829 ō Contracts for Program Services 1,646,829 TBD 2018 102/500731 0 1,645,829 1,646,829 Contracts for Program Services TBO 102/500731 2019 3,293,658 3,293,658 Ò Sub Total

Vendor # 174089 Seacoast Mental Health Center, Inc. Increase/ Amount Job Number **Current Budget** Class / Account Class Title Fiscal Year Decrease 745,765 746,765 0 TBD Contracts for Program Services 102/500731 2018 746,765 o 746,765 Contracts for Program Services TBD 102/500731 2019 1,493,530 1,493,530 0 Sub Total

Fiscal Year	Class / Account	Services of Strafford County, Inc. DB Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
	4001500704	Contracts for Program Services	TBD	313,543	0	313,543
2018	102/500731	Contracts for Program Services	TBO	313,543	0	313,543
2019	102/500731	Sub Total	100	627,086	0	627,088
<u> </u>			41-4-		\ \	
he Mental He: Fiscal Year	Class / Account	em New Hampshire DBA CLM Center Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
	100/500724	Contracts for Program Services	T80	350,791	0	350 <u>,7</u> 9
2018	102/500731	Contracts for Program Services	TBD	350,791	0	350,79
2019	102/500731	Sub Total		701,582	0	701,58
		SUB TOTAL		12,021,050	0	12,021,05
00% Federal			CFDA# FAIN		i	N/A N/A √endor#177222
forthern Huma		Class Title		Current Budget	Increase/	N/A
forthern Huma	an Services Class / Account		FAIN Job Number	Current Budget		N/A Vendor # 177222 Amount
forthern Human Fiscal Year 2018	Class / Account	Contracts for Program Services	Job Number 92204121		Increase/ Decrease	N/A Vendor # 177222 Amount 5,00
forthern Huma Fiscal Year	an Services Class / Account	Contracts for Program Services Contracts for Program Services	FAIN Job Number	5,000	Increase/ Decrease	N/A Vendor # 177222 Amount 5,00 5,00
Fiscal Year 2018 2019	Class / Account	Contracts for Program Services Contracts for Program Services Sub Total	Job Number 92204121	5,000 5,000 10,000	Increase/ Decrease 0 0	N/A Vendor # 177222 Amount 5,00 5,00 10,00 Vendor # 17765
Fiscal Year 2018 2019	Class / Account 102/500731 102/500731	Contracts for Program Services Contracts for Program Services Sub Total	Job Number 92204121	5,000 5,000 10,000 Current Budget	Increase/ Decrease/ 0 Increase/ Decrease	N/A Vendor # 177222 Amount 5,00 5,00 10,00 Vendor # 177654 Amount
Fiscal Year 2018 2019 Nest Central S Fiscal Year	Class / Account 102/500731 102/500731 Svcs, Inc., DBA West	Contracts for Program Services Contracts for Program Services Sub Total Behavioral Health	Job Number 92204121 92204121 Job Number 92204121	5,000 5,000 10,000 Current Budget 5,000	Increase/ Decrease/ 0 Increase/ Decrease	N/A Vendor # 177222 Amount 5,00 5,00 10,00 Vendor # 177654 Amount 5,00
Fiscal Year 2018 2019 Vest Central S	Class / Account 102/500731 102/500731 Svcs, Inc., DBA West Class / Account 102/500731	Contracts for Program Services Contracts for Program Services Sub Total Behavioral Health Class Title	Job Number 92204121 92204121 Job Number	5,000 5,000 10,000 Current Budget 5,000	Increase/ Decrease/ 0 Increase/ Decrease	N/A Vendor # 177222 Amount 5,00 5,00 10,00 Vendor # 177654 Amount 5,00 5,00 5,00
Fiscal Year 2018 2019 Vest Central S Fiscal Year 2018	Class / Account 102/500731 102/500731 Svcs, Inc., DBA West	Contracts for Program Services Contracts for Program Services Sub Total Behavioral Health Class Title Contracts for Program Services	Job Number 92204121 92204121 Job Number 92204121	5,000 5,000 10,000 Current Budget 5,000	Increase/ Decrease/ 0 Increase/ Decrease	N/A Vendor # 177222 Amount 5,00 5,00 10,00 Vendor # 177654 Amount 5,00 5,00 5,00
Fiscal Year 2018 2019 Vest Central S Fiscal Year 2018 2019	Class / Account 102/500731 102/500731 Svcs, Inc., DBA West Class / Account 102/500731 102/500731	Contracts for Program Services Contracts for Program Services Sub Total Behavioral Health Class Title Contracts for Program Services Contracts for Program Services Sub Total	Job Number 92204121 92204121 Job Number 92204121 92204121	5,000 5,000 10,000 Current Budget 5,000	Increase/ Decrease 0 0 0 Increase/ Decrease 0 0	N/A Vendor # 177222 Amount 5,00 5,00 10,00 Vendor # 177654 Amount 5,00 5,00 10,00
Fiscal Year 2018 2019 Vest Central S Fiscal Year 2018 2019	Class / Account 102/500731 102/500731 Svcs, Inc., DBA West Class / Account 102/500731 102/500731	Contracts for Program Services Contracts for Program Services Sub Total Behavioral Health Class Title Contracts for Program Services Contracts for Program Services	Job Number 92204121 92204121 Job Number 92204121 92204121	5,000 5,000 10,000 Current Budget 5,000 5,000 10,000	Increase/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/	Amount 5,00 5,00 10,00 Vendor # 177654 Amount 5,00 10,00 Vendor # 154480 Amount
Fiscal Year 2018 2019 Vest Central S Fiscal Year 2018 2019 The Lakes Re	Class / Account 102/500731 102/500731 Svcs, Inc., DBA West Class / Account 102/500731 102/500731 gion Mental Health C	Contracts for Program Services Contracts for Program Services Sub Total Behavioral Health Class Title Contracts for Program Services Contracts for Program Services Sub Total enter., Inc. DBA Genesis Behavioral	Job Number 92204121 92204121 Job Number 92204121 92204121 Health	5,000 5,000 10,000 Current Budget 5,000 10,000 Current Budget 5,000	Increase/ Decrease Increase/ Decrease Increase/ Decrease Increase/ Decrease Increase/ Decrease	Amount 5,00 5,00 10,00 Vendor # 177654 Amount 5,00 10,00 Vendor # 154480 Amount 5,00 10,00 Vendor # 154480 Amount
Fiscal Year 2018 2019 West Central S Fiscal Year 2018 2019 The Lakes Re	Class / Account 102/500731 102/500731 Svcs, Inc., DBA West Class / Account 102/500731 102/500731	Contracts for Program Services Contracts for Program Services Sub Total Behavioral Health Class Title Contracts for Program Services Contracts for Program Services Sub Total enter., Inc. DBA Genesis Behavioral	Job Number 92204121 92204121 Job Number 92204121 92204121 Health Job Number	5,000 5,000 10,000 Current Budget 5,000 5,000 10,000	Increase/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/ Decrease/	Amount 5,00 5,00 5,00 10,00 Vendor # 17765- Amount 5,00 10,00 Vendor # 15448 Amount

Disarband Com	nmunity Mental Healt	h Inc				Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
		Sub Total	L	10,000		10,000

Monadnock Far	milu Capricat					Vendor # 177510_
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000		5,000
	-	Sub Total		10,000		10,000

Community Co.	uncil of Nashua, NH	Vendor # 15411				
Fiscal Year	Class / Account		Job Number	Current Budget	Increase/ Decrease	` Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
		Sub Total	<u> </u>	10,000		10,000

The Mental Har	aith Center of Greate	r Manchester, Inc.				Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2048	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2018	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2019	1 102500151	Sub Total		10,000	0	10,000

Seamed Ment	al Health Center, Inc.					Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2040	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2018 2019	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2019	102300131	Sub Total	1	10,000	0	10,000

h & Cevelonmental	Services of Strafford County, Inc. D8	A Community			Vendor # 177278
		Job Number	Current Budget	Increase/	Amount_
		92204121	5,000	0	5,000
		92204121	5,000	0	5,000
102/300/31			10,000	0	10,000
	h & Developmental Class / Account 102/500731 102/500731	Class / Account Class Title 102/500731 Contracts for Program Services	102/500731 Contracts for Program Services 92204121 102/500731 Contracts for Program Services 92204121	Class / Account Class Title Job Number Current Budget 102/500731 Contracts for Program Services 92204121 5,000 102/500731 Contracts for Program Services 92204121 5,000	Class / Account Class Title Job Number Current Budget Increase/ 102/500731 Contracts for Program Services 92204121 5,000 0 102/500731 Contracts for Program Services 92204121 5,000 0

The Mental Her	ie Mental Health Center for Southern New Hampshire DBA CCM Center for the					Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	0	5,000
2019	102300131	Sub Total		10,000	0	10,000
		SUB TOTAL		100,000	0	100,000

05-95-92-921010-2053-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE

CFDA # N/A

100% General Funds CFDA FAIN

N/A Vendor # 177222

Northern Human St						
				Current Budget	Increase/	Amount
Fiscal Year CI	lass / Account	Class Title	Job Number	Current Budget	Decrease	
2010	102/500731	Contracts for Program Services	92102053	4,000	0	4,000
2018	102/500/31	Contracts for Program Services	92102053	- 1	0	
2019	102/300731	Sub Total	****	4,000	0	4,000

Mant Control C	uce Inc. DRA West	Rehavioral Health				Vendor # 177654
West Central Svcs, Inc., DBA West			1-1-01	Current Budget	Increase/	Amount
Fiscal Year	Class / Account	Class Title	Job Number	Causir Budger	<u>Decrease</u>	A
2018	102/500731	Contracts for Program Services	92102053	•	0	
2019	102/500731	Contracts for Program Services	92102053	4,000	<u> </u>	4,000
2015	102000101	Sub Total		4,000	0	4,000

Vendor # 154480 The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health Increase/ Current Budget Amount Job Number Class Title Class / Account Fiscal Year Decrease. 92102053 Contracts for Program Services 102/500731 2018 4,000 4,000 ō 92102053 Contracts for Program Services 102/500731 2019 4,000 4,000 ol Sub Total

Vendor # 177192 Riverbend Community Mental Health, Inc. Increase/ Amount **Current Budget** Job Number Class Title Class / Account Fiscal Year Decrease Contracts for Program Services 92102053 102/500731 2018 4,000 4.000 O 92102053 102/500731 Contracts for Program Services 2019 4,000 4,000 Sub Total

Vendor# 177510 Monadnock Family Services increase/ Amount **Current Budget** Job Number Class Title Fiscal Year Class / Account Decrease ٥ Contracts for Program Services 92102053 102/500731 2018 4,000 0 Contracts for Program Services 92102053 4,000 102/500731 2019 4,000 4,000 0 Sub Total

The Mental Was	ith Center of Greate	r Manchester, Inc.				Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2040	102/500731	Contracts for Program Services	92102053	4,000	0	4,000
2018 2019	102/500731	Contracts for Program Services	92102053		0	-
2019	102300731	Sub Total		4,000	0	4,000

Vendor # 174089 Seacoast Mental Health Center, Inc. Increase/ **Current Budget** Amount Job Number Class / Account Class Title Fiscal Year Decrease 4,000 4,000 0 Contracts for Program Services 92102053 102/500731 2018 Ö Contracts for Program Services 92102053 2019 102/500731 4,000 0 4,000 Sub Total

Cohoulami Mas	th & Developmental	Services of Strafford County, Inc. OF	A Community			Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	92102053		0	<u> </u>
2018 2019	102/500731	Contracts for Program Services	92102053	4,000	0	4,000
2019	102/300/31	Sub Total	<u> </u>	4,000	0	4,000

Fiscal Year	Class / Account	m New Hampshire DBA CLM Center Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
		Contracts for Program Services	92102053	4,000	0	4,00
2018	102/500731	Contracts for Program Services	92102053	-	O	·
2019	102/500731	Sub Total	0.0.00	4,000	0	4,00
		SUB TOTAL		36,000	0	36,00
5-95-42-4210 ROTECTION 00% General	, CHILD - FAMILY SI	ND SOCIAL SERVICES, HEALTH A' ERVICES	ND HUMAN SVCS CFDA # FAIN	DEPT OF, HHS: H	N N	IA IA
orthern Huma	o Conricae				<u></u>	<u>endor # 177222</u>
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	550/500398	Contracts for Program Services	42105824	5,310	0	5,31
2019	550/500398	Contracts for Program Services	42105824	5,310	0	5,31
2019	1 3301300330	Sub Total		10,620	0	10,62
			<u> </u>	1		endor# 177654
Vest Central : Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	0	1,77
2019	550/500398	Contracts for Program Services	42105824	1,770	0	1,7
2019	1 550/500590	Sub Total		3,540	0	3,54
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount 1.7
2018	550/500398	Contracts for Program Services	4210 <u>5824</u>	1,770	0	
2019	550/500398	Contracts for Program Services	42105824	1,770	0	1,73
		Sub Total	<u> </u>	3,540	<u> </u>	3,5
Siverhend Ch	mmunity Mental Heal	th. Inc.	_			/endor # 17719
Fiscal Year	T	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	0	1,7
2019	550/500398	Contracts for Program Services	42105824	1,770	0	1,7
		Sub Total		3,540	0	3,5
Monadnock F	amily Services		T. L. N		· · · · · ·	<u>/endor # 17751</u> Amount
Fiscal Year	Class / Account	Class Title	Job Number Job Number	Current Budget	Increase/	Amount
Fiscal Year		Contracts for Program Services	42105824	1,770	Decrease 0	1,7
2018	550/500398	Contracts for Program Services	42105824	1,770	0	
2019	550/500398	Sub Total	1 12.10	3,540	0	3,5
						Vendor# 15411
Community C		DBA Greater Nashua Mental Health Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
Elecal Vetr			1		. Daridada	
Fiscal Year			42105824	1 770		1.7
2018 2019	550/500398 550/500398	Contracts for Program Services Contracts for Program Services	42105824 42105824	1,770 1,770	0	1,7

Class Title

Contracts for Program Services Contracts for Program Services Sub Total Job Number

42105824

42105824

The Mental Health Center of Greater Manchester, Inc.

Class / Account

550/500398

550/500398

Fiscal Year

2018

2019

Vendor # 177184

Amount

3,540

3,540 7,080

Increase/

Decrease

O

0

a

Current Budget

3,540

3,540 7,080

NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS SFY 2018-2019 FINANCIAL DETAIL

Sancopet Mant	al Health Center, Inc.					Vendor# 174089
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	0	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	0	1,770
2013	330,300,00	Sub Total		3,540	0	3,540

Rehavioral Hea	ehavioral Health & Developmental Services of Strafford County, Inc. DBA Community						
Fiscal Year Class / Account Class Title Job Num				Current Budget	Increase/	Amount	
2018	550/500398	Contracts for Program Services	42105824	1,770	0	1,770	
2019	550/500398	Contracts for Program Services	42105824	1,770	0	1,770	
		Sub Total		3,540	<u>0</u>	3,540	

The Mental He	e Mental Health Center for Southern New Hampshire DBA CLM Center for Life					
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ De <u>crease</u>	Amouπt
2018	550/500398	Contracts for Program Services	42105824	1,770		1,770
2019	550/500398	Contracts for Program Services	42105824	1,770		1,770
	-	Sub Total		3,540	<u> </u>	3,540
	-	SUB TOTAL		46,020		46,020

05-95-42-423010-7926, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV,

HOMELESS & HOUSING, PATH GRANT 100% Federal Funds

CFDA# FAIN

93.150 SM016030-14

Riverhend Con	nmunity Mental Healt	th. Inc.	100			Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	42307150	36,250		36,250
2019	102/500731	Contracts for Program Services	42307150	36,250		36,250
		Sub Total	1	72,500		72,500

Monadnock Fa	mily Services					Vendor# 177510
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	42307150	37,000	0	37,000
2019	102/500731	Contracts for Program Services	42307150	37,000	0	37,000
 _		Sub Total		74,000	0	74,000

Community Co.	uncil of Nashua, NH	OBA Greater Nashua Mental Health (Center at			Vendor # 154112_
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	42307150	40,300	0	40,300
2019	102/500731	Contracts for Program Services	42307150	40,300	0	40,300
		Sub Total		80,600	0	80,600

The Mental Hes	aith Center of Greate	r Manchester, Inc.				Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
2018	102/500731	Contracts for Program Services	42307150	40,121		40,121
2019	102/500731	Contracts for Program Services	42307150	40,121	0	40,121
20.0	1000000	Sub Total		80,242	0	80,242

NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS SFY 2018-2019 FINANCIAL DETAIL

						Vendor # 174089
	el Health Center, Inc Class / Account		Job Number	Current Budget	Increase/ Decrease	Amount
Fiscal Year		Contracts for Program Services	42307150	25,000	0	25,000
2018 2019	102/500731	Contracts for Program Services	42307150	25,000	0	25,000 50,000
		Sub Total	<u> </u>	50,000		50,000

	- lul. O l foo Couth	ern New Hampshire DBA CLM Cente	r for Life			Vendor# 174116
The Mental Hea	Class / Account	Class Title	Job Number	Current Budget	Increase/ Decrease	Amount
	102/500731	Contracts for Program Services	42307150	29,500	0	29,500
2018 2019	102/500731	Contracts for Program Services	42307150	29,500	0	29,500
2013		Sub Total		59,000	0	59,000 416,342
		SUB TOTAL	<u> </u>	416,342		710,572

05-95-92-922010-4120 HEALTH AND HUMAN SERVICES, HHS: DIVISION OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT 100% Federal Funds CFDA # 93.958 EAIN SM010035-16

			FAIN	SM010035-16		
Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2018	102/500731	Contracts for Prgrm Srvics	92227143 92227143	84,000	21,500	84,000 21,500
2019	_	SUB TOTAL	92227143	84,000	21,500	· · · · · · · · · · · · · · · · · · ·
ľ		30D 101H2		<u></u>	===.	

2% General Funds, 98% Federal Funds CFDA #

05-95-92-920510-3380, HEALTH AND SOCIAL ŚERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

BUREAU OF DRUG & ALCOHOL SVC5, PREVENTION SERV 2% General Funds, 98% Federal Funds

CFDA#

93.959 T1010035

Vendor # 174089 Seacoasi Mental Health Center, Inc. Increase/ **Current Budget** Amount Class Title Job Number Class / Account Fiscal Year Decrease 70,000 70,000 ٥ Contracts for Program Services 92056502 102/500731 2018 70,000 0 Contracts for Program Services
SUB TOTAL 70,000 92056502 102/500731 2019 140,000 0 140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

100% Federal Funds

CFDA#

93.043 17AANHT3PH

Vendor # 174089 Seacoast Mental Health Center, Inc. Increase/ Amount Job Number Current Budget Class Title Class / Account Fiscal Year Decrease 35,000 35,000 O 48108462 Contracts for Program Services 102/500731 2018 35,000 48108462 35,000 ol Contracts for Program Services 102/500731 2019 σi 70,000 70,000 SUB TOTAL 12,934,912 21,500 12,913,412 TOTAL

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet
Commissioner

November 21, 2018

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source contract agreement with Community Council of Nashua, New Hampshire, d/b/a Greater Nashua Mental Health Center at Community Council, 100 West Pearl Street, Nashua, NH 03060 (Vendor # 1541 12) as described below and referenced as DoIT No. 2018-074B.

The requested action authorizes the Department of Health and Human Services to enter into a sole source, contract amendment with Greater Nashua Mental Health Center at Community Council to provide continued support for First Episode Psychosis training and Phase 3 HOPE for NH Recovery program implementation.

The funding amount for this amendment is \$21,500.00, increasing the current contract from \$2,545,738.00 to \$2,567,238.00. The contract shall become effective upon Governor and Executive Council approval with no change to the completion date of June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely.

Denis Goulet

DG/kaf DoIT #2018-074B

cc: Bruce Smith, IT Manager, DolT



State of New Hampshire Department of Health and Human Services Amendment #2 to the Mental Health Services Contract

This 2nd Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #2") dated this 20th day of September, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 100 West Pearl Street, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Late Item A), and as amended on September 13, 2017 (Item #15) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement and modify the scope of services to support continued delivery of these services; and

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

- Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
 \$2,567,238.
- 2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 4. Add Exhibit A, Scope of Services, Section 7, Subsection 7.3, to read:
 - 7.3 The Contractor shall ensure that any patient consent obtained is compliant with 45 CFR 164, (HIPAA) and if applicable, 42 CFR part 2 relating substance use disorder treatment information.
- 5. Add Exhibit A-1, Scope of Services, Section 4, Deliverables, Subsection 4.2 to read::
 - 4.2 The Contractor shall ensure that services described in Exhibit A-1, Scope of Services, Section 1, Scope of Work, Subsection 1.4, Paragraph 1.4.4, Phase 3: Monitoring for Successful Implementation are complete no later than June 30, 2019.
- Delete Exhibit B-1, Methods and Conditions Precedent to Payment in its entirety and replace with, Exhibit B-1 Amendment #2, Methods and Conditions Precedent to Payment.
- Add Exhibit B-3 Amendment #2, Budget.
- 8. Add Exhibit K, DHHS Information Security Requirements.



This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services Title: 🔾 Community Council of Nashua NH Acknowledgement of Contractor's signature: State of <u>New Lampshire</u>. County of <u>Uills bonut</u> on <u>10/4/18</u>, before the undersigned officer, personally appeared the person dentified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the e of Notary Public or Justice of the Peace

My Commission Expires: _

10/18/18

capacity indicated above.

Name and Title of Notary or Justice of



The preceding Amendment, having bee execution.	n reviewed by this office, is approved as to form, substance, and
	OFFICE OF THE ATTORNEY GENERAL
Date Date I hereby certify that the foregoing Amenthe State of New Hampshire at the Mee	Name: Title: Indiment was approved by the Governor and Executive Council of eting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name:
Date	Title:



Exhibit B - 1 Amendment #2

Method and Conditions Precedent to Payment

- The Agreement is funded by Federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) #93.958, Substance Abuse Mental Health Services Administration (SAMHSA), Block Grant for Community Mental Health Services.
- The Contractor shall apply a portion of the Block Grant Funds, federally mandated set aside for FEP, to assist them with program training and program implementation costs.
- 3. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the Form P-37, General Provisions, in accordance with Exhibit B-3 Amendment #2 Budget, for services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
- 4. Payment for said services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.2. Authorized expenses shall be those listed in Exhibit B-2 Amendment #2, Budget, which include, but are not limited to:.
 - 4.2.1. Billable hours for activities that are approved by the Department at \$65 per hour, which include:
 - 4.2.1.1. Training.
 - 4.2.1.2. Administrative time for consult visits and calls.
 - 4.2.1.3. Internal team strategizing and meeting time.
 - 4.2.1.4. Community outreach time.
 - 4.2.1.5. Documentation/procedures/implementation time.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
 - 4.4. The invoice shall be submitted to:

State MHBG Planner Bureau of Mental Health Services Division for Behavioral Health Department of Health and Human Services 105 Pleasant Street Concord, NH 03301

A final payment request shall be submitted no later than forty (40) days from the Contract Completion Date, Block 1.7 of the Form P-37, General Provisions.





Exhibit B - 1 Amendment #2

- 6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments within Exhibit B-2 Budget, within the price limitation, can be made by written agreement of both parties without obtaining further approval of the Governor and Executive Council.



EXHIBIT B-3 Amendment #2, Budget

SFY 2019 BUDGET

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

Bidder Name: Community Council of Nashau, NH

Mental Health Services - First Episode Psychosis (FEP) treatment

Budget Request for: Coordinated Specialty Care (CSC) program

Name of Program

Budget Period: SFY 2019 (G&C approval through June 30, 2019).

Line Item		Direct Incremental		Indirect Fixed		Total	
1200	\$	15,500.27	\$	2,759.05	\$	18,259.32	
1. Total Salary/Wages	- * *	- 10,000.00	\$	-	\$		
2. Employee Benefits	\$		\$		\$	•	
3. Consultants	\$		\$		\$		
4. Equipment:	\$		\$	-	\$	-	
Rental	\$		\$	-	\$	_	
Repair and Maintenance	\$		\$	-	\$		
Purchase/Depreciation	\$		\$		\$		
5. Supplies:	\$		\$		\$		
Educational	- \$		\$		\$		
Lab	\$		\$		\$	-	
Pharmacy		<u> </u>	\$		\$		
Medical	\$	<u>-</u>	ŝ		s		
Office		240.00	\$	42.72	Š	282.72	
6. Travel	\$	240.00	\$	42.72	\$		
7. Occupancy	\$		\$		\$		
8. Current Expenses	\$	440.00	-	78.32	\$	518.32	
Telephone	\$	440.00	\$		\$	010.02	
Postage	\$		\$	<u> </u>	\$		
Subscriptions	\$	<u> </u>	\$		\$		
Audit and Legal	\$		\$		\$		
Insurance	\$		\$				
Board Expenses	\$		\$	_	\$	-	
9. Software	\$	•	\$		\$	294.50	
10. Marketing/Communications	\$	250.00	\$	44.50	\$	294.50	
11. Staff Education and Training			\$	_	\$		
12. Subcontracts/Agreements	\$		\$		\$		
13. Other (specific details mandatory):	\$		\$	<u> </u>	\$	4 550 4	
Service Fees Not Covered By Insurance	\$	1,321.00		235,14	\$	1,556.14	
Client Services	\$		\$		\$_		
Translation/Interpretation	\$	500.00	\$	89.00	\$	589.00	
TOTAL	\$	18,251.27	`\$	3,248.73	\$	21,500.00	

Indirect As A Percent of Direct

17.8%

Exhibit K



DHHS Information Security Requirements

A Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Date _____

Exhibit K



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Contractor Initials ///

Exhibit K



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor tearns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information
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DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding. Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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DHHS Information Security Requirements

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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DHHS Information
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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63050 .-

Certificate Number: 0004194379.



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of October A.D. 2018.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Tanya Spony, Chair of the Board of Directors at GNMHC, am a duly elected Officer of Greater Nashua Mental Health Center (GNMHC). The following is a true copy of the resolution duly adopted at a meeting of the Executive Committee of the Board of Directors of GNMHC which held an authorized vote of the Executive Committee on behalf of the Agency on <u> (Date)</u> RESOLVED: That the Chief Financial Officer of Greater Nashua Mental Health Center, Bettejean Neveux, is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate: The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of day of Uctore (Date Contract Signed) 4. Bettejean Neveux is the duly elected Chief Financial Officer of the Agency. (Tanya Spony, Chair, GNMHC Board of Directors) STATE OF NEW HAMPSHIRE regoing

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TO THE COMMEN The foregoing instrument was acknowledged before me this

ARY PUBLISHED



Jeffrey A. Meyers Commissioner

Katja S. Fox

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9200 1-800-852-3345 Ext. 9200 Fax: 603-271-9200 TDD Access: 1-800-735-2964

August 9, 2017

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend a sole source, retroactive agreement with Community Council of Nashua, New Hampshire, d/b/a Greater Nashua Mental Health Center at Community Council (Vendor #154112), 100 West Pearl Street, Nashua, NH 03060 for the provision of a First Episode Psychosis Pilot Program, by increasing the price limitation by \$84,000 from \$12,829,412 in the aggregate to an amount not to exceed \$12,913,412 in the aggregate, effective upon Governor and Executive Council approval with no change to the completion date of June 30, 2019. This agreement is retroactive to July 1, 2017. The Governor and Executive Council approved the original agreements on June 21, 2017 (Late Item #A). 100% Federal Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	Total Current Budget Amounts	Increase/ (Decrease) Amount	Revised Budget Amounts
Northern Human Services	Conway	\$783,118	\$0	\$783,118
West Central Services/DBA West Central Behavioral Health	Lebanon	\$661,922	\$0	\$661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$673,770	\$0	\$673,770
Riverbend Community Mental Health, Inc.	Concord	\$853,346	\$0	\$853,346
Monadnock Family Services	Keene	\$806,720	\$0	\$806,720
Community Council of Nashua, NH/DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$2,461,738	\$84,000	\$2,545,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$3,394,980	\$0	\$3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$1,771,070	\$0	\$1,771, <u>07</u> 0
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$644,626	\$0	\$644,626

Vendor	New Hampshire Locations	Total Current Budget Amounts	Increase/ (Decrease) Amount	Revised Budget Amounts
The Mental Health Center for Southern New Hampshire/DBA CLM Center for Life Management	Derry	\$778,122	\$0	\$778,122
TOTAL	Delly	\$12,829,412	\$84,000	\$12,913,412

Funds to support this request are available in State Fiscal Years 2018 and 2019, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

FISCAL DETAIL ATTACHED

EXPLANATION

The table above in the Requested Action represents a total of ten Vendors that provide mental health services statewide and were presented to Governor and Executive Council as a group in previous actions. This Requested Action only is for one of the ten Vendors.

This request to provide much needed support for First Episode Psychosis training and program implementation is sole source because Greater Nashua Mental Health Center at Community Council currently contracts with the Bureau of Mental Health Services through a sole source agreement and it is the most appropriate site for the implementation of a First Episode Psychosis treatment program. This vendor is the most appropriate because they (1) provide community-based mental health treatment; (2) have participated in a research study for the First Episode Psychosis program; (3) are the only New Hampshire Community Mental Health Center with the willingness and capacity to pilot the First Episode Psychosis program, and (4) have already begun the training process and this amendment will allow them to continue that process. The request is for the amendment to be retroactive to July 1, 2017 because the Department intended for the First Episode Psychosis treatment program to be included in the original agreement.

Greater Nashua Mental Health Center at Community Council provides community mental health services for one thousand four hundred seventy-five (1,475) individuals in the Nashua area who are suffering from severe mental illness. These individuals often seek costly services at hospital emergency departments due to the risk of harm to themselves or others. They may have increased contact with local law enforcement, who will not have the services or supports readily available to provide assistance.

Greater Nashua Mental Health Center at Community Council participated successfully in the Recovery After an Initial Schizophrenia Episode (RAISE) model of First Episode Psychosis treatment study several years ago. The success of the RAISE model in treatment of early mental illness is proven and well-documented nationally, through studies such as the one in which the vendor participated.

When the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) informed all states of the requirement to set aside ten percent (10%) of their federal Mental Health Block Grant Funds to be directed toward the treatment of early mental illness, the Department's Bureau of Mental Health Services budgeted funds for a much-needed First Episode Psychosis program. No such programs currently exist in this state.

All ten (10) Community Mental Health Centers were offered the opportunity to work with the Bureau of Mental Health Services to establish a First Episode Psychosis program. Of these, only Greater Nashua Mental Health Center at Community Council responded in the affirmative. The funds requested by this amendment are in response to a statement of need that accompanied this offer by the vendor.

His Excellency, Governor Christopher T. Sununu and the Honorable Council
Page 3 of 4

The source of all funds in this amendment request is the ten percent (10%) of New Hampshire's United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration Mental Health Block Grant that is required by federal law to be "set aside" for early intervention in mental illness.

Clinicians at Greater Nashua Mental Health Center at Community Council are experienced in the treatment of individuals with severe mental illnesses and psychotic symptoms. Their First Episode Psychosis treatment program serves youth and adults in the Nashua area between the ages of fifteen (15) and thirty-five (35) who are experiencing the early symptoms of mental illness.

Greater Nashua Mental Health Center at Community Council already has an established First Episode Psychosis treatment team. They have received the initial phase of First Episode Psychosis treatment training and are poised for the next phase of the training.

For a First Episode Psychosis program to be successful, the vendor's startup tasks and costs to be reimbursed by federal Block Grant funds need to include: (1) developing program staffing, (2) facility improvements, (3) determining and approving program elements for enrollees, and (4) a billing structure to pay for enrollee services. While many of the services included in the program are Medicaid-billable, it is additionally expected that between seventy percent (70%) and eighty percent (80%) of the participants in the First Episode Psychosis program will be underinsured and unable to meet the financial burden of paying out of pocket for the full continuum of services. These costs are eligible for federal Block Grant funding.

The most important factor for First Episode Psychosis program success is the hours devoted to community education and outreach. While community outreach does promote treatment of early mental illness, time spent building community partnerships can be extensive and does not directly produce revenue. Federal funds included in this amendment will allow the vendor to devote valuable time to these efforts.

The effectiveness of First Episode Psychosis program services will be measured through use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. These individual-level tools measure strengths and needs at program entry and track recovery progress thereafter. Careful measurement and monitoring of individuals, and of the First Episode Psychosis program, will ensure positive and provable recovery outcomes for individuals served, and will decrease expensive psychiatric hospitalizations and law enforcement involvement.

It is the intention of this amendment to support and promote the First Episode Psychosis pilot program and provide assistance to individuals who may be experiencing early symptoms of mental illness in the Nashua area. Additionally, it will assist in preventing chronic mental illness experienced by individuals throughout the state of New Hampshire, by providing funds to be directly applied to New Hampshire's pilot of a First Episode Psychosis program, as a model to be extended statewide in response to United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration requirements.

Should Governor and Executive Council not approve this request, time-limited Mental Health Block Grant set-aside funds will not be fully utilized and will have to be returned to the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration. Preventable increases in the number of individuals waiting for emergency treatment of early onset psychosis and preventable increases in the number of individuals suffering from, and being treated long term for, chronic severe mental illness in the state of New Hampshire will in turn contribute to increased burdens on hospital emergency departments and law enforcement agencies.

Area served: Greater Nashua Area primarily and others as referred.

Source of Funds: Amendment is 100% Federal Funds. Total contract is 7.2% Federal Funds from the Substance Abuse Mental Health Services Administration, Block Grant for Community Mental Health Services, Catalog of Federal Domestic Assistance (CFDA) #93.958, FAIN #SM010035-16 and 83.8% General Funds.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 4 of 4

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this request.

Respectfully submitted

Katja S. Fox

Director

approved by.

Commissioner

NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS SFY 2018-2019 FINANCIAL DETAIL

05-95-92-922010-4117, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

88.2% General Funds; 11.65% Federal Funds; .15% Other

CFDA#

93,778

FAIN

1705NH5MAP

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

Vendor # 154112

Fiscal Year	Class / Account	Class Title	itie Joh Number Amou		Increase/ (Decrease)	Modified Budget
2018	102/500731	Contracts for Prgrm Srvics	TBD	\$1,183,799	\$0	\$1,183,799
2019	102/500731	Contracts for Prgrm Srvics	TBD	\$1,183,799	\$0_	\$1,1 83,799
			Sub Total	\$2,367,598	\$0	\$2,367,598

05-95-92-922010-4121-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION

100% Federal Funds

CFDA#

N/A N/A

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Class Title Job Number		Increase/ (Decrease)	Modified Budget
2018	102/500731	Contracts for Prgrm Srvics	92204121	\$5,000	\$0	\$5,000
2019	102/500731	Contracts for Prgrm Srvics	92204121	\$5,000	\$0	\$5,000
			Sub Total	\$10,000	\$0	\$10,000

05-95-42-421010-2958, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES

100% General Funds

CFDA#

FAIN

N/A

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

N/A Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Amount	Increase/ (Decrease)	Modified Budget
2018	550/500398	Contracts for Prgrm Srvics	42105824	\$1,770	\$0	\$1,770
2019	550/500398	Contracts for Prgrm Sivics	42105824	\$1,770	\$0	\$1,770
			Sub Total	\$3,540	\$0	\$3,540

05-95-42-423010-7926, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, HOMELESS & HOUSING, PATH GRANT

100% Federal Funds

CFDA#

93.150

FAIN

SM016030-14

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Amount	Increase/ (Decrease)	Modified Budget
2018	102/500731	Contracts for Prgrm Sivics	42307150	\$40,300	\$0	\$40,300
2019	102/500731	Contracts for Prgrm Srvics	42307150	\$40,300	\$0	\$40,300
			Sub Total	\$80,600	\$0	\$80,600

05-95-92-922010-4120 HEALTH AND HUMAN SERVICES, HHS: DIVISION OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

CFDA#

93.958 SM010035-16

Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2018	102/500731	Contracts for Prgrm Srvics	92227143	\$0	\$84,000	\$84,000
			Sub Total	\$0	\$84,000	\$84,000
			Total	\$2,461,738	\$84,000	\$2,545,738

Denis Goulet

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

August 22, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 0330!

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend a sole source, retroactive contract agreement with Community Council of Nashua, New Hampshire, d/b/a Greater Nashua Mental Health Center at Community Council, 100 West Pearl Street, Nashua, NH 03060 (Vendor # 154112) of Manchester, NH as described below and referenced as DoIT No. 2018-074A.

The requested action authorizes the Department of Health and Human Services to enter into a sole source, retroactive contract amendment with Greater Nashua Mental Health Center at Community Council to provide needed support for First Episode Psychosis training and program implementation. The request is for the amendment to be retroactive to July 1, 2017 because the Department intended for the First Episode Psychosis treatment program to be included in the original agreement.

The funding amount for this amendment is \$84,000.00, increasing the current contract from \$2,461,738.00 to \$2,545,738.00. The contract shall become effective upon Governor and Council with no change to the completion date of June 30, 2019. This is retroactive to July 1, 2017.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely.

Denis Goulet

DG/kaf DoIT #2018-074A

cc: Bruce Smith, IT Manager, DoIT

State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") dated this, July 13, 2017 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business located at 100 West Pearl Street Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the terms and conditions by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to add scope of work and increase the price limitation;

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

To amend as follows:

- Form P-37 General Provisions, Block 1.6 Account Number, add account number as follows: 05-95-92-922010-4120
- Form P-37, General Provisions, Block 1.8, Price Limitation to read: \$2,545,738
- Add Exhibit A-1, Scope of Services
- 4. Add Exhibit B-1, Method and Conditions Precedent to Payment
- 5. Add Exhibit B-2, Budget



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

8/9/17 Date

Katja S. Fox

Director, Division for Behavioral Health

Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council

Name: Cynthral Whitaker, FSyDMUDC

my Commission Effices: 8/8/2011

Title: Chipf Of Services

Acknowledgement:

State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of State of Manufacture of Manufactu

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

PATRICIA S. PRINCE



execution. 9 17 17	OFFICE OF THE ATTORNEY GENERAL
Date	Name: Jugan Alicou Title: Albi Nu
I hereby certify that the foregoing Amendment the State of New Hampshire at the Meeting or	was approved by the Governor and Executive Council of (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:



Exhibit A-1

Scope of Services

1. Scope of Work

- 1.1. The Contractor shall work with the Department and the Department's contracted Trainer for First Episode Psychosis (FEP) to continue to develop, implement and operationalize a First Episode Psychosis (FEP) treatment Coordinated Specialty Care (CSC) program in the Greater Nashua, New Hampshire area.
- 1.2. The Contractor agrees that the First Episode Psychosis (FEP) Coordinated Specialty Care (CSC) treatment program involves services and principles based on shared decision-making, a strengths and resiliency focus, recognition of the need for motivational enhancement, a psychoeducational approach, cognitive-behavioral therapy methods, and collaboration with natural supports.
- 1.3. The Contractor shall ensure the training, with the Department's contracted Trainer for FEP, of one FEP Team in the initial and refresher and preparation courses in FEP role-specific evidence-based CSC services for First Episode Psychosis patients.
- 1.4. The Contractor shall establish a program to provide evidence-based FEP CSC services to appropriately-screened individuals served. The Contractor agrees that the FEP CSC program phases of training and implementation shall include, but are not limited to:
 - 1.4.1. Phase 1: Readiness preparation. The Contractor shall ensure requirements are in place to implement the FEP-CSC program, by completing specific activities such as but not limited to:
 - 1.4.1.1. Assessing readiness for receiving training;
 - 1.4.1.2. Determining and addressing facility needs;
 - 1.4.1.3. Determining program staffing:
 - 1.4.1.4. Assessing the extent of the potential FEP-CSC population;
 - 1.4.1.5. Community outreach efforts;
 - 1.4.1.6. Mapping the FEP-CSC program services and payment structure:
 - 1.4.1.7. Supporting any current early psychosis treatment efforts; and
 - 1.4.1.8. Other plans for implementing the FEP-CSC program.
 - 1.4.2. Phase 1 costs eligible for reimbursement include:
 - 1.4.2.1. Costs associated with gaining access to program-development resources and supplies not currently available at the agency; and
 - 1.4.2.2. Program development and implementation activities that subtract from billable and current duty time (defined as billing for time providing direct FEP or other mental health services to clients





Exhibit A-1

and/or administering	said	program	services),	including	but	not
limited to:						

- 1.4.2.2.1. Child and Adult Needs and Strengths (CANS)/ Adult Needs and Strengths Assessment (ANSA) certification requirement efforts;
- 1.4.2.2.2. Documentation procedures implementation;
- 1.4.2.2.3. Internal team strategizing and meeting;
- 1.4.2.2.4. Establishment of routines for outreach and engagement; and
- 1.4.2.2.5. Community outreach and engagement
- 1.4.3. Phase 2: Intensive Staff Training. The Contractor shall allow for any Department or Department's contracted Trainer for FEP required in-person training for the FEP-CSC team members.
 - 1.4.3.1. Phase 2 costs eligible for reimbursement include staff hours spent in training that reduce planned billable and administrative time.
- 1.4.4. Phase 3: Monitoring for Successful Implementation. The Contractor shall assist the Department and/or the Department's Trainer for FEP in trouble-shooting the overall implementation of the model, and assessing FEP-CSC client outcomes.
 - 1.4.4.1. Phase 3 costs eligible for reimbursement include staff hours spent on the following implementation monitoring activities such as but not limited to:
 - 1.4.4.1.1. Reviewing case presentations and reviewing random cases post implementation with the Department and the Department's Trainer for FEP.
 - 1.4.4.1.2. Consultation calls with the Department's contracted Trainer for FEP and other review activities required by the Department's Trainer for FEP.
 - 1.4.4.1.3. Assistance with case and documentation review by either the Department or the Department's Trainer for FEP.
 - 1.4.4.1.4. Other reporting requirements from the Department or Department's contracted Trainer for FEP.
- 1.5. The Contractor may be reimbursed for other costs associated with:
 - 1.5.1. Specific development and implementation of FEP-CSC activities;
 - 1.5.2. FEP-CSC services not covered by public or private insurance programs.
 - 1.5.3. Other Client services defined as services that remove or reduce barriers for the client to access the FEP-CSC services.





Exhibit A-1

1.5.4. Program-building efforts

2. Work Plan

- 2.1. The Contractor shall submit for Department approval within thirty (30) days from the effective date of this Amendment, a work plan describing the process for ensuring the completion all aspects of the Scope of Services as listed in this Exhibit A-1. The Contractor shall include in the work plan:
 - 2.1.1. Activities and plans describing how the Contractor will complete the scope of work.
 - 2.1.2. Deliverables.
 - 2.1.3. Due Dates.
 - 2.2. The Contractor shall participate in project status meetings as scheduled by the Department and/or the Department's contracted FEP Trainer to discuss progress and changes to the work plan.
 - 2.3. The Contractor shall inform the Department within five business days any issues that affect the performance of the contract. The Contractor shall recommend solutions to resolve the issues.
 - 2.4. The Contractor shall make changes to the work plan upon Department approval.

3. Reporting

- 3.1. The Contractor shall report to the Department and/or the Department's contracted Trainer for FEP, the data and information requested by said parties.
- 3.2. The Contractor shall report quarterly changes made to the initial work plan in Section 2 above.

4. Deliverable

4.1. The Contractor shall have implemented and operationalized the First Episode Psychosis (FEP) treatment Coordinated Specialty Care (CSC) program by June 30, 2018.

Contractor Initials

Date



Exhibit B - 1

Method and Conditions Precedent to Payment

- The Agreement is funded by Federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) #93.958, Substance Abuse Mental Health Services Administration (SAMHSA), Block Grant for Community Mental Health Services.
- The Contractor shall apply a portion of the Block Grant Funds, federally mandated set aside for FEP, to assist them with program training and program implementation costs.
- The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8
 of the Form P-37, General Provisions, in accordance with Exhibit B-2 Budget, for services
 provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
- 4. Payment for said services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.2. Authorized expenses shall be those listed in the Exhibit B-2 Budget.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
 - 4.4. The invoice shall be submitted to:

State MHBG Planner
Bureau of Mental Health Services
Division for Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

- A final payment request shall be submitted no later than forty (40) days from the Contract Completion Date, Block 1.7 of the Form P-37, General Provisions.
- 6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments within Exhibit B-2 Budget, within the price limitation, can be made by written agreement of both parties without obtaining further approval of the Governor and Executive Council.

Contractor Initials

Date

(19)

Exhibit B-2 Budget

BUDGET FORM

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

Bidder Name: Community Council of Nashau, NH

Mental Health Services - First Episode Psychosis (FEP)

Budget Request for: treatment Coordinated Specialty Care (CSC) program

Name of Program

Budget Period: SFY2018 (G&C approval through June 30, 2018).

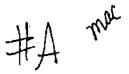
					Ţ,		
1. Total Salary/Wages	\$	45,109.00	\$	15,788.15	\$	60,897.15	
2. Employee Benefits	\$	5,991.00	s	2,096.85	\$_	8,087.85	
3. Consultants	\$	-	\$	•	\$		
4. Equipment:	<u> </u>	•	5		\$		
Rental	5	•	5		\$	<u> </u>	
Repair and Maintenance	\$		\$	•	*	_	
Purchase/Depreciation	Ţ <u>\$</u>		\$		\$	4,000.00	
5. Supplies:	. 5	···	4		\$	•	
Educational	\$		4		\$		
Læb	\$	•	\$	-	\$		
Phamacy	\$		\$		\$	•	
Medical	\$		\$		\$		
Office	T		5	•	\$		
6. Travel	\$	840,00	\$		\$_	840.00	
7. Occupancy	\$	•	5		\$	•	
8. Current Expenses	T \$	•	S	-	5		
Telephone	5	1,680.00	44	•	15	1,680.00	
Postage	5		5		4	•	
Subscriptions	5	•	4		\$	-	
Audit and Legal	\$		\$		\$		
Insurance	\$		\$	•	\$		
Board Expenses	<u>T\$</u>	<u> </u>	5	•	\$	-	
9. Software	5		*		\$	-	
10. Marketing/Communications	\$	1,000.00	5		\$	1,000.00	
11. Staff Education and Training	T_{-}		\$	-	5		
12. Subcontracts/Agreements	\$	•	5		\$	-	
Other (specific details mandatory):	\$	•	\$		\$	-	
Service Fees Not Covered By Insurance	\$	5,495.00	\$		*	5,495.00	
Client Services	\$		\$		5	1,500.00	
Translation/Interpretation	\$	500.00			44	500.00	
TOTAL	1	_68,116.00	\$	17,885.00	*	84,000.00	

Indirect As A Percent of Direct

27.1%

Contractor Initials

Exhibit B-2 Budget Page 1 of 1





Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 9, 2017

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH, 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into sole source Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds. .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 40 <u>1</u> ,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$ 1,230,869	\$ 1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,77 1,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,31 <u>3</u>	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

EXPLANATION

These ten (10) agreements are sole source because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State regulations applicable to the State mental health system, including NH Administrative Rules He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council
Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Director

Approved by:

Jeffrey A. Meyers

05-95-92-922010-4117, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT CFDA# 93.778 88.2% General Funds; 11.65% Federal Funds; .15% Other

FAIN

1705NH5MAP

Northern Human Services

Vendor # 177222

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,249
2019	102/500731	Contracts for Program Services	TBD	379,249
		Sub Total	<u></u>	758,498

West Central Sycs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,191
2019	102/500731	Contracts for Program Services	TBD	322,191
		Sub Total		644,382

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,115
2019	102/500731	Contracts for Program Services	TBD	328,115
		Sub Total		656,230

Disabord Community Montal Health, Inc.

Vendor # 177192

KIVELDELIG COM	minimita incura mont			
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,653
2019	102/500731	Contracts for Program Services	TBD	381,653
		Sub Total		763,306

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,590
2019	102/500731	Contracts for Program Services	TBD	357,590
		Sub Total		715,180

Vendor # 154112 Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,799
2019	102/500731	Contracts for Program Services	TBD	1,183,799
		Sub Total		2,367,598

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

LIIC MEHIOLIS	The Weilla) Health Center of Oreate, Menantestor,					
Fiscal Year	Class / Account	Class Title	Job Number	Amount		
2018	102/500731	Contracts for Program Services	TBD	1,646,829		
2019	102/500731	Contracts for Program Services	TBD	1,646,829		
	02,000,0	Sub Total		3,293,658		

Second Mental Health Center, Inc.

Vendor # 174089

Seacoast Ment	reaction in the state of the st			
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD _	746,765
2019	102/500731	Contracts for Program Services	TBD	746,765
		Sub Total		1,493,530

Behavioral Hea	ith & Developmental	Services of Strafford County, Inc. DE	A Community _	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	313,543
2019	102/500731	Contracts for Program Services	TBD	313,543
		Sub Total		627,086

The Mental Hea	The Mental Health Center for Southern New Hampshire DBA CLM Center for Life			Vendor # 1 <u>74116</u>
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	350,791
2019	102/500731	Contracts for Program Services	TBD	350,791
		Sub Total		701,582
		SUB TOTAL		12,021,050

05-95-92-922010-4121-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION

100% Federal Funds

CFDA # N/A

Aladham	Humán	Saniras

rthem Humá	n Services			VEHIOU # 177222
iscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
20.0		Sub Total		10,000

FAIN

West Central Sycs	inc	DRA West	Rehavioral	Health
VVPCI I PINIAI SVIS	15 16 3	. LIDA TTESI	Deliational	1 1001111

V	'endo	r#1	17	7654

Manday # 177222

N/A

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
20.0		Sub Total		10,000

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Monadoock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	_	10,000

Community Cou	ancil of Nashua, NH	DBA Greater Nashua Mental Health C	Center at	Vendor # 154112
	Class / Account		Job Number	Amount

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	-	Sub Total		10,000

Seacoast Mental Health Center, Inc.

Vendor # 174089

Seacoast Menu	ai neaith Center, mu	Jenker, mc.		
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Vendor # 177278

-	Fiscal Year	Class / Account	Class Title	Job Number	Amount
ı	2018	102/500731	Contracts for Program Services	92204121	5,000
ļ	2019	102/500731	Contracts for Program Services	92204121	5,000
			Sub Total		10,000

The Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000
<u> </u>		SUB TOTAL		100,000

05-95-92-921010-2053-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV ,BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE CFDA# N/A 100% General Funds

FAIN

N/A

Northern Human Services

Vendor # 177222

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,000

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
	<u></u>	Sub Total		4,000

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health

Vendor # 154480

Fiscal Year	Class / Account	Class Tille	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053_	-
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000

Riverbend Community Mental Health, Inc.

Vendor # 177192

Trivelbeing Cont	indianty mental mean			
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	<u> </u>
		Sub Total		4,000

Seacoast Mental Health Center, Inc.

Vendor # 174089

OCCOOCS MICH	of theolet opiner, in	<u></u>		
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,000

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,000
	1	Sub Total		4,000

Attachment - Bureau of Mental Health Services Financial Detail

Page 4 of 7

The Mental He:	ne Mental Health Center for Southern New Hampshire DBA CLM Center for Life				
Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	
2018	102/500731	Contracts for Program Services	92102053	4,000	
2019	102/500731	Contracts for Program Services	92102053		
2013	102.000.0	Sub Total		4,000	
		SUB TOTAL		36,000	

05-95-42-421010-2958, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES CFDA# 100% General Funds

N/A FAIN

Northern Huma	ın Services	·		Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	5,310
2019	550/500398	Contracts for Program Services	42105824	5,310
		Sub Total		10,620

Vendor # 177654 West Central Svcs, Inc., DBA West Behavioral Health Amount Job Number Class Title Class / Account Fiscal Year 1,770 Contracts for Program Services 42105824 550/500398 2018 1,770 42105824 Contracts for Program Services 550/500398 2019 3.540 Sub Total

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health Vendor # 154480 Job Number Amount Class / Account Class Title Fiscal Year 1,770 Contracts for Program Services 42105824 550/500398 2018 1,770 Contracts for Program Services 42105824 550/500398 2019 3,540 Sub Total

Vendor # 177192 Riverbend Community Mental Health, Inc. Amount Job Number Class Title Fiscal Year Class / Account 42105824 1,770 Contracts for Program Services 550/500398 2018 1,770 42105824 Contracts for Program Services 550/500398 2019 3.540 Sub Total

Vendor # 177510 Monadnock Family Services Job Number Amount Class Title Class / Account Fiscal Year 1,770 42105824 Contracts for Program Services 550/500398 2018 1,770 42105824 Contracts for Program Services 550/500398 2019 3,540 Sub Total

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Vendor # 154112 Job Number Amount Class Title Class / Account Fiscal Year 1,770 Contracts for Program Services 42105824 2018 550/500398 1.770 Contracts for Program Services 42105824 2019 550/500398 3,540 Sub Total

Vendor # 177184 The Mental Health Center of Greater Manchester, Inc. Job Number Amount Class Title Class / Account Fiscal Year 3,540 42105824 Contracts for Program Services 550/500398 2018 3,540 42105824 Contracts for Program Services 550/500398 2019 7,080 Sub Total

Seacoast Ment	ai Health Center, Inc	<u></u>		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	<u>Amount</u>
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
20,0		Sub Total		3,540

Behavioral Hea	Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community			Vendor # 177278	
Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	550/500398	Contracts for Program Services	42105824	1,770	
2019	550/500398	Contracts for Program Services	42105824	1,770	
		Sub Total		.3,540	

he Mental Health Center for Southern New Hampshire DBA CLM Center for Life		Vendor # 1/4116		
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
2010		Sub Total		3,540
		SUB TOTAL		46,020

05-95-42-423010-7926, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, HOMELESS & HOUSING, PATH GRANT 100% Federal Funds CFDA # 93.150

Riverhead Community Mental Health, Inc.

FAIN \$M016030-14 Vendor # 177192

- Riverbend Com	imunity Mental Healt	n, inc		VOINGOI # 177 102
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	36,250
2019	102/500731	Contracts for Program Services	42307150	36,250
20.0	1023000.	Sub Total		72,500

Monadnock Fai	mily Services			Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	37,000
2019	102/500731	Contracts for Program Services	42307150	37,000
2472		Sub Total		74,000

Community Co	uncil of Nashua, NH	DBA Greater Nashua Mental Health C	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	40,300
2019	102/500731	Contracts for Program Services	42307150	40,300
	<u> </u>	Sub Total		80,600

The Mental Hea	The Mental Health Center of Greater Manchester, Inc.			Vendor # 177184	
Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	102/500731	Contracts for Program Services	42307150	40,121	
2019	102/500731	Contracts for Program Services	42307150	40,121	
	<u> </u>	Sub Total		80,242	

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total		50,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	29,500
2019	102/500731	Contracts for Program Services	42307150	29,500
		Sub Total		59,000
		SUB TOTAL		416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Ctass Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

100% Federal Funds

CFDA#

93.043

FAIN

17AANHT3PH

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	48108462	35,000
2019	102/500731	Contracts for Program Services	48108462	35,000
	 	SUB TOTAL	1	70,000
******	<u> </u>	TOTAL		12,829,412

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet
Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location
Northern Human Services	Conway
West Central Services DBA West Central Behavioral Health	Lebanon
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia
Riverbend Community Mental Health, Inc.	Concord
Monadnock Family Services	Keene
Community Council of Nashua, NH, DBA Greater Nashua Mental Health Center at Community Council	Nashua
The Mental Health Center of Greater Manchester, Inc.	Manchester
Seacoast Mental Health Center, Inc.	Portsmouth
Behavioral Health & Development Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover
The Mental Health Center for Southern New Hampshire, DBA CLM Center for Life Management	Derry

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely.

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-06)

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

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.			
1.1 State Agency Name		1.2 State Agency Address	
Department of Health and Hum	an Services	129 Pleasant Street	
Division for Behavioral Health		Concord, NH 03301-3857	
!			
1.3 Contractor Name		1.4 Contractor Address	
Community Council of Nashua	, NH	100 West Pearl Street	
DBA Greater Nashua Mental H		Nashua, NH 03060	
Council			<u> </u>
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
Number	05-95-92-922010-[4117,		
603-889-6147	4121]; 05-95-42-421010-2958;	June 30, 2019	\$2,461,738
	05-95-42-423010-7926	ı	
1.9 Contracting Officer for Sta	ite Agency	1.10 State Agency Telephon	e Number
Jonathan V. Gallo, Esq., Interin		603-271-9246	
,			
1 11 Controller Cionature		1.12 Name and Title of Cor	ntractor Signatory
1.11 Contractor Signature		1.12 Name and Title of Con CRAIS D. A TRESIDENTS	MOTH
()	`\\	D MITT	$VCE\sigma$
- Contraction	mole	Resident	(3,5 5
1.13 Acknowledgement State	c of NH , County of	tillatora	in
A ACEROWICE GENERAL SERVI			0
mkune 820/7 hero	re the undersigned officer, personall	y appeared the person identifi	ed in block 1.12, or satisfactorily
mercen to be the nerson whose	name is signed in block 1.11, and ac	knowledged that s/he executed	d this document in the capacity
indicated in block 1.12.		<u> </u>	
1.13.1 Signature of Notary Pu	blic or Justice of the Peace		
1	··· \ \ \ \ \ \ ' \ \ '		
[Seal] Var	icial Tuno	<u> </u>	
1 13.2 Name and Title of Not	ery or Justice of the Peace		
P	C 12	/ Tan P	ble Agency Signatory Tx. Directir
/ ATRICIA	2 PRINCE	VOIARY/U	320
1.14 State Agency Signature		1.15 Name and Title of Sta	te Agency Signatory
7	2+x 69/17	1 1 x x 5 5 F	tx Direction
12-17	Date:		-70 (7 <u>DE167</u>
1.16 Approval by the N.H. De	epartment of Administration, Division	on of Personnel (if applicable)	
_		Disease Ou	
By:		Director, On:	
1.17 Approval by the Attorne	y General (Form, Substance and Ex	ecution) (if applicable)	
		on: 1-1/2/2/20	7
By:	119	וטעונוןט	<u> </u>
1.18 Approval by the Govern	or and Executive Council (if application	able)	
Bor		On:	
By:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SCOPE OF SERVICES

Exhibit A

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.

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Exhibit A

- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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Exhibit A

- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 6.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow. Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand.

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. <u>Formula</u>: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

11.2. In the event that the Contractor does not meet either:

- 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
- 11.2.2 Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months.

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1. and/or 11.2.2. has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5:2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eliaible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8, of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2. above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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Exhibit A

Contractor Initials:

Date: 6/8/17



Exhibit A

- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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Exhibit A

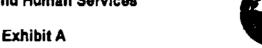
- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications;
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3,6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. <u>Accuracy</u>: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availabilityfrom midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive. individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist). functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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Exhibit A

19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

21.3. Activities that may be funded:

- 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
- 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
- 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database:
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

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Exhibit A

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21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

Exhibit A

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services:
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

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Exhibit A

23. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. RENTAL HOUSING SUBSIDY

24.1. Funds will be used to provide housing subsidies to individuals with severe mental illness.

25. DEAF SERVICES

25.1. Deaf Services funds provide services to the hearing impaired. These funds pay for one (1) deaf services therapist, one (1) deaf services case manager, and one (1) deaf services coordinator. The coordinator is responsible for coordinating deaf services in the community, at NHH, and the Secure Psychiatric Unit at the State Prison.

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Exhibit A



26. CHILDREN'S ACT TEAM WRAPAROUND

- 26.1. The Contractor shall establish/maintain a Children's ACT team providing a specialized multidisciplinary team that provides an intensive community based services for children and families living with Serious Emotional Disturbance (SED). These intensive services include multiple visits to the child and family in settings that most effectively meet their needs, and can be as frequent as daily. The services may take place at the child's school, home or other community settings. The team is responsible for directly providing a full array of services as defined in He-M 426, and delivered, within the context of a community wraparound team which places the child and the family at the center of treatment decisions. Services defined include:
 - 26.1.1. Functional Support Services (FSS);
 - 26.1.2. Individual and Family Therapy;
 - 26.1.3. Medication Services; and
 - 26.1.4. Targeted Case Management (TCM) Services.
- 26.2. Children's ACT team services are intended for children and adolescents who meet State eligibility criteria for SED or SED with Interagency Involvement (SED-IA), as defined in Administrative Rule He-M 401. In addition, children and adolescents served by the ACT team can also present with difficulties successfully engaging in traditional treatment programs, and can present with challenging and complex treatment needs that have frequently not responded to prior treatment interventions. Children who are prioritized for ACT team services also have a history of multiple psychiatric hospitalizations, and/or frequent visits to hospital emergency departments for psychiatric crisis, and present with ongoing difficulties at school, and/or multiple interactions with law enforcement.
- 26.3. Children's ACT teams shall be comprised of nursing staff, a psychiatrist, case managers, functional support specialists, and master's level clinicians. Clinician ratio to individuals served is 1:10, no more than 1:15. The team has extended evening hours that are most conducive to the needs of the child and the family. The team is set up to either:
 - 26.3.1. Directly provides Emergency Services on call, twenty-four (24) hours a day for individuals served by the team; or
 - 26.3.2. Has a well-articulated plan to ensure the CMHC Emergency Services team is informed of the needs of any individual served by the team, is updated on pertinent changes in status, and has available to them a well-articulated crisis plan should the family request services after hours.
- 26.4. The Contractor shall notify DHHS when not in compliance with the staffing pattern or programmatic model listed in this section, and shall submit a corrective action plan.
- 26.5. ACT Teams that also utilize the NH Wraparound Model shall ensure that staff performing the wraparound facilitation and care coordination are trained and coached in the NH Wraparound Model by the DHHS approved training and coaching vendor.

27. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

27.1. DCYF funds shall be used by the Contractor to provide the following:

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- 27.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 27.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

28. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

28.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93 150

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Projects for Assistance in Transition from Homelessness (PATH) PL 101-645

FAIN:

SM016030-14

CFDA #:

93.778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1, For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicald Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:

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Exhibit B

- 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Deaf Services	\$ 326,500	\$ 326,500
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 61,910	\$ 61,910
Assertive Community Treatment Team (ACT) - Adults	\$ 450,000	\$ 450,000
Assertive Community Treatment Team (ACT) - Childrens	\$ 140,000	\$ 140,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Housing	\$ 201,444	\$ 201,444
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 40,300	\$ 40,300
Total	\$1,230,869	\$1,230,869

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

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Exhibit B

The invoice must be submitted to:

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

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for:

ACTIVITY	# OF UNITS/YR AND COST/UNIT	TOTAL
Coaching for Implementation Team & agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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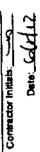


Exhibit B, Appendix 1

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Exhibit B, Appendix 1

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New Hampshire Department of Health and Human Services Exhibit C



SPECIAL PROVISIONS

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

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

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials _____

New Hampshire Department of Health and Human Services Exhibit C



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to

the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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New Hampshire Department of Health and Human Services Exhibit C



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

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

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New Hampshire Department of Health and Human Services Exhibit C



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

Contractor Initials _____

New Hampshire Department of Health and Human Services Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10, of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - 6.4. The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.



- 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6. Replace Subparagraphs 8.1, through 8.1.3., and add Subparagraphs 8.1.4, through 8.1.16, regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees:
 - **8.1.4.** Failure to either justify or correct material findings noted in a DHHS financial review:
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12, before executing a subcontract or assignment;
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section 11.
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;



- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A. Section 11.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - 8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - **8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - 8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

Contractor Initiata CA



- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.



- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA:
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.



- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

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- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.



- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred:
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - 22.6.5. Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C. SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

Contractor Initials

New Hampshire Department of Health and Human Services 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

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

New Hampshire Department of Health and Human Services Exhibit D



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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: GN WHC

Name: Clara D. Amorn

Title: Presis Cao

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Initials CA

New Hampshire Department of Health and Human Services 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

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 subcontractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name:

CMCMAIS(1)0713

Name:

Title:

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Page 1 of 1

New Hampshire Department of Health and Human Services 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.
 - 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).
 - 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

Contractor Initials A

New Hampshire Department of Health and Human Services Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Date

Name: Title:

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New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials CO

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name:

Name:

Title: Dage & Con

Exhibit G

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Date 6/8/17

New Hampshire Department of Health and Human Services 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:

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

Contractor Name:

Date

Name: Title:

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials CO



Exhlbit I

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. <u>*Business Associate*</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Contractor Initials ______



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

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

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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6

Date 4 17 17



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

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

(3) Obligations and Activities of Business Associate.

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

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

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

Contractor Initials



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

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

Exhibit 1
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials



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

Obligations of Covered Entity (4)

- Covered Entity shall notify Business Associate of any changes or limitation(s) in its a. 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.
- Covered Entity shall promptly notify Business Associate of any changes in, or revocation b. 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.
- Covered entity shall promptly notify Business Associate of any restrictions on the use or C. disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Termination for Cause (5)

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

(6) Miscellaneous

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

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New Hampshire Department of Health and Human Services



Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	CARLOS AMETH GOMHO
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	CRAY A Amora
Name of Authorized Representative	Name of Authorized Representative
Director	_ Dass. & C50
Title of Authorized Representative	Title of Authorized Representative
4917	<u> </u>
Date	Date

New Hampshire Department of Health and Human Services 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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

<u>v</u>

Name:

Title:

الرمعي لأرزى

Contractor Name: GNMHC.

New Hampshire Department of Health and Human Services 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.

bel	low listed questions are true and	accurate.
1.	The DUNS number for your enti	ity is: 081249823
2.	receive (1) 80 percent or more (n's preceding completed fiscal year, did your business or organization of your annual gross revenue in U.S. federal contracts, subcontracts, or cooperative agreements; and (2) \$25,000,000 or more in annual all contracts, subcontracts, loans, grants, subgrants, and/or
	NO	YES
	If the answer to #2 above is NC), stop here
	If the answer to #2 above is YE	S, please answer the following:
3.	husiness or organization through	information about the compensation of the executives in your the periodic reports filed under section 13(a) or 15(d) of the Securities C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of
	NO	YES
	If the answer to #3 above is YE	S, stop here
	If the answer to #3 above is NC), please answer the following:
4.	The names and compensation organization are as follows:	of the five most highly compensated officers in your business or
	Name:	Amount:



State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 401 Cypress Street, Manchester NH 03103-3628.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$6.897.278.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

Name: Katja Fox Title: Director

The Mental Health Center of Greater Manchester

Name: William Rider
Title: President Chief Executive Officer

Acknowledgement of Contractor's signature:

State of NI- , County of Hilsborough on May 22, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Ann M. Appleton
Name and Title of Notary or and Title State



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

	OFFICE OF THE ATTORNEY GENERAL
622019 Date	Name Nagy 1. Smith Title: 5. Ash Caneral
	ng Amendment was approved by the Governor and Executive Council o the Meeting on: (date of meeting)
-	OFFICE OF THE SECRETARY OF STATE
 <u>-</u>	·
Date	Name: Title:



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 7. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite

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Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.
- 3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)

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- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 4.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 4.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

5. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 5.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

6. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 6.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 6.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 6.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.

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- 6.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 6.1.3.1. Medication-related services,
 - 6.1.3.2. Case management services
 - 6.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 6.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 6.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 6.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 6.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

7. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 7.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 7.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 7.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including

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competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.

- 7.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 7.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 7.1.3.2. Implement the solutions within forty-five (45) days.
- 7.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 7.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 7.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 7.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 7.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 7.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 7.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual

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has relocated out of the Contractor's designated community mental health region

7.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

8. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 8.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 8.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 8.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 8.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 8.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 8.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 8.3.2.2. Implement such solutions within 45 days.
 - 8.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as

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per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

- 9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 9.6. The Contractor shall ensure that those who are discharged and are new to a Community-Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 9.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 9.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 9.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

10. COORDINATED CARE AND INTEGRATED TREATMENT

10.1. PRIMARY CARE

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- 10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 10.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 10.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

10.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE

- 10.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 10.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 10.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
- 10.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 10.2.2.1. Assertive engagement.
 - 10.2.2.2. Motivational interviewing,
 - 10.2.2.3. Medications for substance use disorders.
 - 10.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 10.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

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10.3. AREA AGENCIES

- 10.3.1. The Contractor shall—use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 10.3.1.1. Services for those dually eligible for both organizations.
 - 10.3.1.2. Transition plans for youth leaving children's services.
 - 10.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 10.3.1.4. A process for assessing individuals leaving NHH.
 - 10.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 10.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

10.4. PEER SUPPORTS

- 10.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 10.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 10.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 10.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

10.5. TRANSITION OF CARE WITH MCO's

10.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.

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- 10.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 10.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

11, CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 11.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 11.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 11.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 11.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 11.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 11.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 11.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
 - 11.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
 - 11.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
 - 11.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.

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11.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 12.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 12.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

13. APPLICATION FOR OTHER SERVICES

13.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

14. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

14.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

15. QUALITY IMPROVEMENT

- 15.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 15.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 15.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 15.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 15.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.
- 15.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

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16. MAINTENANCE OF FISCAL INTEGRITY

- 16.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 16.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 16.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 16.3.1. Days of Cash on Hand:
 - 16.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 16.3.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 16.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

16.3.2. Current Ratio:

- 16.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 16.3.2.2. Formula: Total current assets divided by total current liabilities.
- 16.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.3.3. Debt Service Coverage Ratio:

- 16.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 16.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 16.3.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 16.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 16.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

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- 16.3.4. Net Assets to Total Assets:
 - 16.3.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 16.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
 - 16.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
 - 16.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
 - 16.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 16.4. In the event that the Contractor does not meet either:
 - 16.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 16.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 16.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30) calendar days until compliance is achieved.
 - 16.4.2.3. The Department may request additional information to assure continued access to services.
 - 16.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 16.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.





Exhibit A Amendment #1

The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form 16.8. A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

17. REDUCTION OR SUSPENSION OF FUNDING

- In the event that the State funds designated as the Price Limitation in Block 1.8. of 17.1. the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- In the event that the reduction or suspension in federal or state funding shall prevent 17.2. the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - Evaluation and, if eligible, an individual service plan for all new applicants 17.2.1. for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - Emergency services to all individuals; 17.2.2.
 - Services for individuals who meet the criteria for involuntary admission to 17.2.3. a designated receiving facility.
 - Services to persons who are on a conditional discharge pursuant to RSA 17.2.4. 135-C:50 and He-M 609.

18. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- The Contractor shall provide at least thirty (30) calendar days written notice or notice 18.1. as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- The Contractor will consult and collaborate prior to such elimination or reduction in 18.2. order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- The Contractor shall not redirect funds allocated in the budget for the program or 18.3. service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

19. DATA REPORTING

- The Contractor agrees to submit to the Department any data needed to comply with 19.1. federal or other reporting requirements.
- The Contractor shall submit all required data elements via the Phoenix system 19.2. except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.

Exhibit A Amendment #1

Contractor Initials

The Mental Health Center of Greater Manchester SS-2018-DBH-01-MENTA-07-A01



Exhibit A Amendment #1

- The Contractor shall submit individual demographic and encounter data, including 19.3. data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- Client eligibility shall be included with all Phoenix services in alignment with current 19.4. reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- General requirements for the Phoenix system are as follows: 19.5.
 - All data collected in the Phoenix system is the property of the Department to use as it deems necessary:
 - The Contractor shall ensure that submitted Phoenix data files and records 19.5.2. are consistent with file specification and specification of the format and content requirements of those files.
 - Errors in data returned to the Contractor shall be corrected and 19.5.3. resubmitted to the Department within ten (10) business days;
 - Data shall be kept current and updated in the Contractor's systems as 19.5.4. required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - The Contractor shall implement review procedures to validate data 19.5.5. submitted to the Department. The review process will confirm the following:
 - 19.5.5.1. All data is formatted in accordance with the file specifications;
 - 19.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 19.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
 - The Contractor shall meet the following standards: 19.5.6.
 - 19.5.6.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 19.5.6.2. Completeness: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
 - Accuracy: submitted service and member data shall conform 19.5.6.3. to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.

The Mental Health Center of Greater Manchester SS-2018-DBH-01-MENTA-07-A01

Contractor Initials:]/ Exhibit A Amendment #1



Exhibit A Amendment #1

19.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

20. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 20.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 20.2. Activities that may be funded:
 - 20.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 20.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 20.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 20.2.1.3. Software and/or training purchased to improve data collection.
 - 20.2.1.4. Staff training for collecting new data elements.
 - 20.2.1.5. Developing any other BMHS-requested data reporting system.
- 20.3. Other conditions for payment:
 - 20.3.1. Progress Reports from the Contractor shall:
 - 20.3.1.1. Outline activities related to Phoenix database:
 - 20.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 20.3.1.3. Include progress to meet anticipated deadlines as specified.

21. PATH SERVICES

- 21.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder, which shall include, but are not limited to:
 - 21.1.1. Outreach.
 - 21.1.2. Screening and diagnostic treatment.
 - 21.1.3. Staff training
 - 21.1.4. Case management.
- 21.2. PATH case management services shall include; but are not limited to:

Contractor Initials: MI



Exhibit A Amendment #1

- 21.2.1. Providing assistance to eligible homeless individuals in obtaining and coordinating services, including referrals for primary health care.
- 21.2.2. Providing assistance for eligible individuals in obtaining income support services, including, but not limited to:
 - 21.2.2.1. Housing assistance.
 - 21.2.2.2. Food stamps.
- 21.2.3. Supplementary security income benefits.
- 21.3. The Contractor shall acknowledge that provision of PATH outreach services may require a lengthy engagement process and that eligible individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities.
- 21.4. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 21.5. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services, and shall provide housing supports as determined by the Department.
- 21.6. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 21.7. The Contractor shall 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 New Hampshire Homeless Management Information System 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.
- 21.8. Failure to submit the above reports or enter data into HMIS in a timely manner could result in delay or withholding of reimbursements until such reports are received or data entries are confirmed by the Department.
- 21.9. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals.
- 21.10. The Contractor shall ensure that each PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 21.11. As part of the PATH outreach process, the designated PATH worker shall assess each individual for immediacy of needs, and continue to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.
- 21.12. The Department reserves the option to observe PATH performance, activities and documents under this Agreement; however, these activities may not unreasonably interfere with contractor performance

The Mental Health Center of Greater Manchester SS-2018-DBH-01-MENTA-07-A01

Exhibit A Amendment #1

Contractor Initials: MA



Exhibit A Amendment #1

- 21.13. The Contractor shall inform BHHS of any staffing changes.
- 21.14. The Contractor shall retain all records 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 there from are resolved, whichever is later.
- 21.15. The Department reserves the right to make changes to the contract service that do not affect its scope, duration, or financial limitations upon agreement between the Contractor and the Department.

22. REFUGEE INTERPRETER SERVICES

22.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.

23. CYPRESS CENTER

- 23.1: The Contractor shall operate a Designated Receiving Facility as outlined in New Hampshire Rule He-M 405, Designation of Receiving Facilities, on Cypress Street in Manchester, NH.
- 23.2. This facility shall work in conjunction with regional Community Mental Health Programs and Providers to provide crisis unit beds for individuals who are in need of involuntary admission for any of the following purposes:
 - 23.2.1. Involuntary emergency admission (IEA) pursuant to RSA 135-C: 27-33 beginning with initial custody and continuing through the day following the probable cause hearing;
 - 23.2.2. IEA for the period of such admission following the probable cause hearing; or
 - 23.2.3. Non-emergency involuntary admission (IA) pursuant to RSA 135-C 34-54.
- 23.3. The Contractor shall work collaboratively with Community Mental Health Programs and Providers to provide case coordination, including coordination of client evaluation, treatment planning, discharge plans that shall include ongoing services and supports and follow all discharge criteria as outlined in He-M 405.
- 23.4. The Contractor shall not refuse an appropriate admission of a person sent to the DRF facility pursuant to RSA 135-C 28 or 36-45, unless there are no beds available at the time of admission
- 23.5. The Contractor shall maintain staffing as outlined in He-M 405.11. If at any time staffing is not maintained, immediate notification to the Department will occur and a staffing plan shall be jointly developed.
- 23.6. Quality Service Activities
 - 23.6.1. At the Department's discretion, the Contractor shall participate in quality assurance reviews that may be conducted for determination of the compliance or non-compliance of the DRF with He-M 405 and all other applicable Department rules"

Contractor Initials: JUL Date 5/22/19



Exhibit A Amendment #1

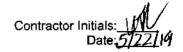
- 23.6.2. The Contractor shall participate and maintain a quality improvement plan based on any findings from the above outlined review. This plan will be overseen by the Department on with new plans developed, as indicated, after such reviews. The Contractor will be expected to provide quarterly updates to any findings.
- 23.7. The Contractor shall participate in quarterly DRF meetings to collaborate with the Department and other DRFs within the State of NH to ensure ongoing service needs are met, improvement in services and statewide collaboration focused on reducing psychiatric admission waitlists.

24. THE INSTITUTIONAL REVIEW BOARD (IRB)

24.1. IRB is a ten (10)-member board that is responsible for reviewing all proposals that are submitted that involve research on individuals with mental illness. The IRB is also called "The Committee for the Protection of Human Subjects". Federal law requires that any time federal dollars are to be used for research on humans, the State must have an IRB. These funds pay for one (1) part-time administrator and one (1) part-time secretary. The IRB reviews approximately one hundred (100) research proposals per year. Most of these proposals deal with the use and effect of different drugs on people with mental illness.

25. HOUSING SUPPORT SERVICES

- 25.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 25.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.







Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency:

U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIŇ:

N/A

CFDA #:

93.778

Federal Agency:

US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

CFDA: #93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH)

FAIN:

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- DHHS reserves the right to recover any program funds not used, in whole or in part, for the
 purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of
 the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. <u>Medicaid Care Management</u>: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. <u>Medicaid Fee for Service</u>: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:



Exhibit B Amendment #1

- 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 2019 Amount	SFY20 Amount	SFY21 Amount
Div. for Children Youth and Families (DCYF) Consultation (BCBH)	\$3,540	\$ 3,540	\$ 3,540
Emergency Services	\$440,884	\$ 440,884	\$ 440,884
Assertive Community Treatment Team (ACT) - Adults	\$450,000	\$ 450,000	\$ 450,000
ACT Enhancement Payment – Adults	\$25,000	\$0	\$0
Behavioral Health Services Information System (BHSIS)	\$5,000	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) (BCBH)	\$0	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW) (BCBH)	\$3,945	\$ 6,000	\$ 6,000
PATH Provider (BHS Funding)	\$40,121	\$43, 725	- \$43, 725
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Refugee Interpreter Services Funding	\$14,000	\$14,000	\$14,000
IRB Funding	\$63,000	\$63,000	\$63,000
Cypress Center Funding	\$675,000	\$675,000	\$675,000
Total	\$1,785,490	\$1,706,149	\$1,706,149

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.

Contractor Initials: WD Date: 5/22/16

Exhibit B Amendment #1

- 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
- 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults</u>: The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams

ACT Costs	INVOICE TYPE	TOTAL COST	
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$450,00 0	
	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 or 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or		
ACT Enhancements		\$25,000	

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Contractor Initials: WIFF Date: 5/22/19



Exhibit B Amendment #1

- 9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.
- 9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST
2020		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000
2021		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000

- 9.9. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.10. PATH Funding: Subject to change based on performance standards, HMIS compliance, SAMHSA requirements, and PATH grant requirements as outlined in Exhibit A, PATH Services.
- 9.11. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving		
, ,,	One time payment	
area as defined in Exhibit A		\$10,000

- 9.12. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.13. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.
- 9.14. Refugee Interpreter Services: Funding to support interpreter services outlined in Exhibit A.
- 9.15. IRB Funding: Funding to support specific staffing provisions as outlined in Exhibit A.
- 9.16. Cypress Center: Funding to support programming as outlined in Exhibit A.

Contractor Initials: M Date: 5/22/19



Exhibit B Amendment #1

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Contractor Initials: MD Date: 5/22/19

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 63323

Certificate Number: 0004505395



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I, Thomas Lavore , do hereby certify that: (Name of the elected Officer of the Agency; cannot be contract signatory)
1. I am a duly elected Officer of <u>The Mental Health Center of Greater Manchester</u> . (Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on <u>May 21, 2019</u> : (Date)
RESOLVED: That the President/Chief Executive Officer (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the <u>ZInd</u> day of <u>May</u> , 20 <u>19</u> . (Date Contract Signed)
4. William Rider is the duly elected President/Chief Executive Officer (Name of Contract Signatory)
of the Agency. (Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE
County of Hillsborough
The forgoing instrument was acknowledged before me this $22nd$ day of May , 20 19.
By Thomas Lavoic (Name of Elected Officer of the Agency) Ann. Appleton
(Notary Public dustice of the Peace) Commission Expires Nov. 22, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/25/2019

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.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER			CONTACT Teri Davis							
CGI Business Insurance				PHONE (866) 841,4600 FAX (603) 622,4649						
171	Londonderry Turnpike				E-MAIL ADDRES	SS: TDavis@0	CGiBusinessin		est.	
				INSURER(S) AFFORDING COVERAGE NAIC #						
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	OTHER: AUTOMOBILE LIABILITY	 						· · · · · · · · · · · · · · · · · · ·		00,000
								OOMBINED-SINGLE LIMIT (Ea accident)		00,000
В	ANY AUTÓ OWNED SCHEDULED			PHPH1958852		04/04/2040	04/01/2020	BODILY INJURY (Per person)		
٥	AUTOS ONLY AUTOS			FDFF1899002		04/01/2019	04/01/2020	BODILY INJURY (Per accident PROPERTY DAMAGE		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$	^^
	No June 19 d	₩						Medical Payments	\$ 5,0	
	SMBRELLA LIAB OCCUR			D) II IDOOCAAO		0.410.478	EACH OCCURRENCE	13	000,000	
В	EXCESS LIAB CLAIMS-MADE	1		PHUB669112	04/01/2019		04/01/2020	AGGREGATE	s 10,	000,000
	DED X RETENTION \$ 10,000	ļ							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							PER STATUTE OTH		<u></u>
С	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		ECC6004000298-2018A	ł	09/12/2018	09/12/2019	E.L. EACH ACCIDENT	_{\$} 500	0,000
	(Mandatory in NH) If yes, describe under			,	İ			E.L. DISEASE - EA EMPLOYE	<u>.c. #</u>	0,000
	DESCRIPTION OF OPERATIONS below	ļ						E.L. DISEASE - POLICY LIMI	\$ 500	,000
	-				I					
									Д	
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL									
"Su	pplemental Names** Manchester Mental H	ealth F	ound	ation, Inc., Manchester Ment	al Health	Realty, Inc., N	lanchester Me	ntal Health Services, Inc	•	
	chester Mental Health Ventures, Inc. Certificate is issue for insured operations u	sual to	Men	tal Health Services.						
		••		· ·						İ
CEF	TIFICATE HOLDER				ÇANC	ELLATION				
								SCRIBED POLICIES BE C		D BEFORE
	State of NH Dept. of Health & H	uman	Seni	^ 4¢				, NOTICE WILL BE DELIV PROVISIONS.	EKED IN	
	129 Pleasant St	uman	⊃€(A)(/C3						
	124 Liegasqui St				AUTHOR	ZED REPRESEN	TATIVE			
	Concord			NH 02204						
				NH 03301				the same		



MISSION

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality behavioral health services.

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc.

COMBINING FINANCIAL STATEMENTS

June 30, 2018

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. TABLE OF CONTENTS June 30, 2018

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc.

We have audited the accompanying combining financial statements of The Mental Health Center of Greater Manchester, Inc. and its affiliate Manchester Mental Health Foundation, Inc. (nonprofit organizations) which comprise the combining statement of financial position as of June 30, 2018, and the related combining statements of activities and cash flows for the year then ended, and the related notes to the combining financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. Page 2

Kittell Brangen & Seyent

Opinion

In our opinion, the combining financial statements referred to above present fairly, in all material respects, the individual and combining financial positions of The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. as of June 30, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Supplementary Pages on pages 20 through 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

St. Albans, Vermont October 24, 2018

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. COMBINING STATEMENTS OF FINANCIAL POSITION June 30, 2018

ASSETS

	MHCGM	Foundation	Eliminating Entries	Combined Total
CURRENT ASSETS				
Cash	\$ 6,218,262	\$ 19,675	\$ -	\$ 6,237,937
Accounts Receivable, net	1,286,113	-	-	1,286,113
Other Accounts Receivable	483,278	-	-	483,278
Due From Affiliate	-	28,525	(28,525)	-
Investments	-	3,880,108	-	3,880,108
Prepaid Expenses	394,375			394,375
TOTAL CURRENT ASSETS	8,382,028	3,928,308	(28,525)	12,281,811
PROPERTY, PLANT AND EQUIPMENT,				
Net of accumulated depreciation	14,349,131			<u>14,349,131</u>
TOTAL ASSETS	\$ 22,731,159	\$ 3,928,308	\$ (28,525)	\$ 26,630,942
<u>LIABILITIES A</u>	ND NET ASSET	<u>'s</u>		
CURRENT LIABILITIES				
Accounts Payable	\$ 166,634	\$ -	\$ -	\$ 166,634
Accrued Payroll & Vacation, other accruals	3,250,340	710	-	3,251,050
Deferred Revenue	46,159	-	-	46,159
Due To Affiliate	28,525	-	(28,525)	-
Current Portion of Long-Term Debt	201,405	-	-	201,405
Amounts held for Patients and Other Deposits	17,473		-	17,473
TOTAL CURRENT LIABILITIES	3,710,536	710	(28,525)	3,682,721
EXTENDED ILLNESS LEAVE, Long term	415,165			415,165
POST-RETIREMENT BENEFIT OBLIGATION	71,225			71,225
LONG-TERM DEBT, less current maturities and unamortized debt issuance costs	7,213,6 1 9		_	7,213,619
and the destroy of th	.,,,,,,,			1,210,010
NET ASSETS				
Unrestricted	11,320,614	3,587,909	-	14,908,523
Temporarily restricted	-	107,392	-	107,392
Permanently restricted		232,297		232,297
TOTAL NET ASSETS	11,320,614	3,927,598		15,248,212
TOTAL LIABILITIES AND NET ASSETS	\$ 22,731,159	\$ 3,928,308	\$ (28,525)	\$ 26,630,942

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. COMBINING STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS For the Year Ended June 30, 2018

	MHCGM		Foundation			
				Permanently	Permanently Eliminating	
	Unrestricted	Unrestricted	Restricted	Restricted	Entries	Combined Total
REVENUE AND OTHER SUPPORT						
Program Service Fees	\$ 21,293,641	\$ -	s -	\$ -	\$ -	\$ 21,293,641
Fees and Grants from Governmental Agencies	2,879,822		.		.	2,879,822
Rental Income	626,055	_	_	_	_	626,055
Other Income	5,884,646	_	_	-	-	5,884,646
			· · · · · · · · · · · · · · · · · · · 			
TOTAL REVENUE AND OTHER SUPPORT	30,684,164					30,684,164
OPERATING EXPENSES						
Program Services:						
Children & Adolescents	4,372,890	-	-	_	_	4,372,890
Elderly	320,757	-	-	-	_	320,757
Emergency Services	1,934,951		-	-	_	1,934,951
Vocational Services	592,568	_	_	- .	_	592,568
Non-Eligibles	1,382,534	-	-	-	_	1,382,534
Mutli-Service Team	7,284,290	_	_	_	-	7,284,290
ACT Team	3,270,457	_	_	_		3,270,457
Crisis Unit	4,689,604	_	_	-	· · · · · · · · · · · · · · · · · · ·	4,689,604
Community Residences & Support Living	1,552,426	_	_	-		1,552,426
Other	1,149,581	-	_	-	-	1,149,581
Total Program Services	26,550,058	-				26,550,058
Supporting Services						20,000,000
Management and General	3,210,540			-	(85,000)	3,125,540
Property	1,001,958		-		-	1,001,958
TOTAL OPERATING EXPENSES	30,762,556				(85,000)	30,677,556
INCOME (LOSS) FROM OPERATIONS	(78,392)			<u>-</u>	85,000	6,608
NON-OPERATING REVENUE/(EXPENSES)						
Contributions	461,811	85,336	20,000		(242,703)	324,444
Interest/Dividend Income	26,587	111,728	20,000	-	(242,703)	
Investment Gain	20,501	215,623	-	-	-	138,315
Dues			-	-	•	215,623
Donations to MHCGM -	_	(4,800) (157,703)	-	-	457.700	(4,800)
Miscellaneous Expenses	-	(6,684)			157,703	(6,684)
Non open true						
NON-OPERATING REVENUE/						
(EXPENSES), NET	488,398	243,500	20,000	-	(85,000)	666,898
INCREASE IN NET ASSETS	410,006	243,500	20,000	-	-	673,506
NET ASSETS AT BEGINNING OF YEAR	10,910,608	3,344,409	87,392	232,297		14,574,706
NET ASSETS AT END OF YEAR	\$ 11,320,614	\$ 3,587,909	\$ 107,392	\$ 232,297	<u>\$</u>	\$ 15,248,212

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. COMBINING STATEMENTS OF CASH FLOWS For the Year Ended June 30, 2018

	MHCGM	Foundation	Eliminating Entries	Combined Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 410,006	\$ 263,500	\$ -	\$ 673,506
Adjustments to reconcile change in net assets				
to net cash provided by operating activities:				
Depreciation and amortization	631,889	-	-	631,889
Unrealized gain on investments	-	(163,957)	-	(163,957)
Realized gain on investments	-	(72,387)	-	(72,387)
Decrease (Increase) in Operating Assets:				
Accounts Receivable	1,410	-	-	1,410
Other Accounts Receivable	403,268	-	-	403,268
Due from Affiliate		27,060	(27,060)	-
Prepaid Expenses	(257,073)	-	-	(257,073)
Increase (Decrease) in Operating Liabilities:			-	, ,
Accounts Payable	(194,334)	-	-	(194,334)
Due to Affiliate	(27,060)		27,060	-
Accrued Expenses and Other Current Liabilities	(112,131)		-	(112,131)
Deferred Revenue	(27,983)		-	(27,983)
Amounts held for Patients and Other Deposits	9,764	_	_	9,764
Post Retirement Benefit Obligation	(1,725)	_	_	(1,725)
Extended Illness Leave	17,925	_		17,925
NET CASH PROVIDED BY OPERATING ACTIVITIES	853,956	54,216		908,172
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property, plant, and equipment, net	(2,555,171)	_		(2,555,171)
Finance costs incurred	(104,609)		_	(104,609)
Proceeds from sale of investments	(104,005)	85,489	_	85,489
Purchase of investments	-	(138,793)	_	(138,793)
Total of Refestive Idea		(100,100)		(100,700)
NET CASH USED IN INVESTING ACTIVITIES	(2,659,780)	(53,304)	_	(2,713,084)
IIIVESTING ACTIVITIES	(2,000,100)	(00,004)		(2,715,004)
CASH FLOWS FROM FINANCING ACTIVITIES				
Long-term debt reduction	(169,956)			(169,956)
NET INCREASE (DECREASE) IN CASH	(1,975,780)	912	-	(1,974,868)
CASH AT BEGINNING OF YEAR	8,194,042	18,763		8,212,805
CASH AT END OF YEAR	\$ 6,218,262	\$ 19,675	<u>\$</u>	\$ 6,237,937
SUPPLEMENTAL DISCLOSURES Real Estate acquired with long-term debt Interest paid	\$ 7,680,000 \$ 218,077	<u>\$</u>	<u>\$</u>	\$ <u>-</u>

See Accompanying Notes to Financial Statements.

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. NOTES TO COMBINING FINANCIAL STATEMENTS June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Mental Health Center of Greater Manchester, Inc. (the "Center") 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 is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the "Foundation") became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. "As of June 30, 2018, the Center occupies approximately 31,000 square feet of the approximately 65,000 square feet in the building. The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation

The combining financial statements include the accounts of The Mental Health Center of Greater Manchester, Inc. and its affiliate, Manchester Mental Health Foundation, Inc. All inter-company transactions and accounts have been eliminated in combination.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

State Grants

The Center receives a number of grants from, and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. NOTES TO COMBINING FINANCIAL STATEMENTS June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Depreciation

The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years.

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.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

Accounts Receivable

Accounts receivable are recorded based on amounts billed for services provided, net of respective contractual adjustments and bad debt allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for contractual adjustments and bad debts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for contractual adjustments and doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for contractual adjustments and doubtful accounts and a corresponding provision for contractual adjustments and bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated contractual allowances and uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

During the year ended June 30, 2018, the Center maintained its estimate in the allowance for doubtful accounts at 68% of total accounts receivable. The allowance for doubtful accounts decreased to \$2,697,713 as of June 30, 2018 from \$2,814,022 as of June 30, 2017. This was a result of an overall decrease in accounts receivable from \$4,110,534 as of June 30, 2017 to \$3,983,826 as of June 30, 2018. The allowance reflects this decrease accordingly.

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. NOTES TO COMBINING FINANCIAL STATEMENTS June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self- pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$21,293,641, of which \$20,921,393 was revenue from third-party payors and \$372,248 was revenue from self-pay clients.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Company considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Temporarily and Permanently Restricted Net Assets

Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets.

Temporarily restricted net assets are those whose use by the Center or Foundation has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as either net assets released from restrictions (for non-capital related items) or as net assets released from restrictions used for capital purchases (capital related items).

Permanently restricted net assets are restricted by donors and to be maintained in perpetuity. Income earned on permanently restricted net assets, to the extent not restricted by the donor, including net realized appreciation on investments, would be included in the statement of activities as unrestricted resources or as a change in temporarily restricted net assets in accordance with donor-intended purposes.

Included in the Foundation's unrestricted net assets is \$600,000 of board designated net assets, which was the result of a board approved donation from the Center to the foundation during the year ended June 30, 2015 of \$600,000.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Employee Benefit Program

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employees' contributions are matched by the Center up to 5 percent of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was \$464,473 for the year ended June 30, 2018.

Postretirement Medical Benefits

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2008, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. See Note 8 for further discussion of the Plan.

For retirements prior to January 1, 1997, benefits are based upon quoted premium rates. For retirements on or after January 1, 1997 up to June 30, 2007, the benefits are based on monthly premiums frozen at their December 31, 1996 level. The plan is funded as premiums are paid.

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its financial statements.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 74% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$1,842,016
Managed medicaid	305,365
Medicaid receivable	517,135
Medicare receivable	205,506
Other insurance	_1,113,804
	3,983,826
Allowance	(2,697,713)

\$1,286,113

ACCOUNTS RECEIVABLE - OTHER

Amoskeag Residences	\$	6,131
BBH - Cypress Center		56,250
BBH - MCRT		99,707
BBH - IRB		5,250
Boston University		3,149
Catholic Medical Center		116,440
Cenpatico		58,108
Community Connection		12,165
Dartmouth		34,323
Farnum Center		2,088
Harvard Pilgrim		58,856
Manchester Community Health		8,460
Mobile Community Health		2,876
North Shore LIJ		7,026
Two Wall Street Tenants		8,989
Miscellaneous accounts receivable	_	3,460

NOTE 4 INVESTMENTS

Investments are presented in the combining financial statements at market value as follows:

	Cost	Market
Cash and Cash Equivalents	\$ 62,337	\$ 62,337
Marketable Equity Securities	3,398,652	3,817,771
TOTAL	\$3,460,989	\$3,880,108
Investment return consisted of the following:		
Advisory Fees	\$ (20,721)	
Net realized gain	72,387	
Annualized unrealized gain, net	163,957	
TOTAL INVESTMENT GAIN	\$ 215,623	

NOTE 5 FAIR VALUE MEASUREMENTS

The Foundation's investments are reported at fair value in the accompanying statement of net assets available for benefits. The methods used to measure fair value may produce an amount that may not be indicative of net realizable or reflective of future fair values. Furthermore, although the Foundation believes its valuations methods are appropriate and consistent with other market participant, the use of different methodologies or assumptions to measure the fair value of certain financial instruments could result in a different fair value at the reporting date.

The fair value measurement accounting literature establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. This hierarchy consists of three broad levels: Level 1 inputs consist of unadjusted quotes prices in active markets for identical assets and have the highest priority, and Level 3 inputs are unobservable and have the lowest priority.

The Foundation uses appropriate valuation techniques based on the available inputs to measure the fair value of its investments. When available, the Foundation measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. Level 2 input valuation methods are described in detail below and Level 3 inputs were only used when Level 1 or Level 2 inputs were not available.

Level 1 Fair Value Measurements

The fair value of mutual funds, equities and options are valued at the daily closing price as reported by the fund. Mutual funds, equities and options held by the Foundation are openend and are registered with the Securities and Exchange Commission. These funds are required to publish their daily net asset value (NAV) and to transact at that price. The investments held by the Foundation are deemed to be actively traded.

NOTE 5 FAIR VALUE MEASUREMENTS (continued)

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2018. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

		Quoted Price In	Significant	
		Active Markets	Other	Significant
		For Identical	Observable	Unobservable
		Assets	Inputs	Inputs
Description	06/30/18	(Level 1)	(Level 2)	(Level 3)
Cash and Cash Equivalents	\$ 62,337	\$ 62,337	\$ -	\$ -
Phod to come				
Fixed Income	F60.776	E80 776		· —
Corporate Bonds	569,776	569,776	-	-
Mutual Funds:	470 407	470 407		
Bank Loans	170,137	-	-	-
Diversified Emerging Mkts	166,396	•	-	-
Foreign Large Blend	279,219		-	-
Exchange Traded Fund	306,740	306,740	-	- .
Foreign Large Growth	180,050	180,050	-	-
Health	145,841	145,841	-	-
Inflation Protected Bond	67,219	67,219	-	-
Intermediate Term Bond	106,129	106,129	-	-
Large Blend	869,404	869,404	-	-
Large Value	187,936	187,936	-	-
Large Growth	219,400	219,400	-	-
Market Neutral	51,217	51,217	-	
Nontraditional Bond	126,524	126,524	_	-
Technology	126,815	· ·	_	-
World Bond	148,712		_	-
World Small/Md Stock	96,256	,		
Total	\$ 3,880,108	\$ 3,880,108	\$ -	<u>\$ -</u>

NOTE 6 PROPERTY AND EQUIPMENT

Property, plant and equipment is stated at cost. Expenditures for maintenance and repairs are charged to expense as incurred and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the assets being depreciated.

Property and equipment consisted of the following at June 30, 2018:

Land	\$ 2,143,708
Buildings and improvements	15,465,893
Furniture and equipment	2,358,028
Accumulated depreciation	19,967,629 (5,618,498)
	\$14,349,131

Depreciation expense for the year ended June 30, 2018 was \$622,300.

NOTE 7 DEFERRED REVENUE

CIP Grant	\$ 13,088
Feed NH Grant	5,000
Great Manchester Charitable Trust	3,245
Miscellaneous deferred revenue	8
NH Charitable Foundation	10,348
Pearl Manor Senios Initiative Grant	9,835
Stigma Symposium	 4,635
	\$ <i>4</i> 6 150

NOTE 8 EXTENDED ILLNESS LEAVE (EIL)

The following table sets forth the Center's funded status of EIL as of June 30, 2018:

Net Post-Retirement Health Cost:

Service cost	\$ 30,858
Interest cost	 15,007
Net post retirement health cost	\$ 45,865

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Accumulated Projected Benefit Obligation:

Change in Accamulated Frojector Bertein Bengania	
Accumulated benefit obligation at beginning of year Service cost Interest cost Actuarial loss Benefits paid	\$ 397,240 30,858 15,007 6,858 (34,798)
Benefit obligation at end of year	\$ 415,1 <u>65</u>
Balance Sheet Liability:	- "
Accumulated postretirement benefit obligation Fair value of plan assets	\$ 415,165
Unfunded accumulated postretirement benefit obligation	\$ 415,165
Reconciliation of Accrued Costs:	
Accrued post retirement health cost at beginning of year Net post retirement health cost for the year Contributions made during the year (benefits paid)	\$ 545,874 38,989 (34,797)
Accrued post retirement health cost at end of year	\$ 550,066
Estimated Future Benefit Payments:	
2018 - 2019 2019 - 2020 2020 - 2021 2021 - 2022 2022 - 2023 2023 - 2028	\$ 62,700 76,900 32,100 31,700 24,800 172,200
Expected contribution for next fiscal year	<u>\$ 62,700</u>

NOTE 8 EXTENDED ILLNESS LEAVE (EIL) (continued)

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$ (397,240)
Net actuarial gain arising during the year	(6,858)
Increase from current year service and interest cost Contributions made during the year	(45,865) 34,798
Balance sheet liability at end of year	\$ (415,165)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of	
of FAS 158 at beginning of year	\$ (148,636)
Net actuarial (gain) or loss arising during the year	6,858
Reclassification from amortization of net actuarial loss recognized during the year	6,877
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$ (134,901</u>)
Unrestricted Net Assets Not Yet Classified As Net Postretirement Benefit Cost:	
Unrecognized prior service cost	\$ -
Unrecognized net actuarial gain or (loss)	(134,901)
Unrestricted net assets not yet classified as NPBC at end of year	\$ (134,901)

Unrestricted Net Assets Expected to be Reclassified as Net Postretirement Benefit Cost in Next Fiscal Year:

Recognition net Actuarial (Gain)/Loss in next fiscal year's expense \$ (7,730)

The weighted-average discount rate used in determining the accumulated benefit obligation was 4.22% at June 30, 2018.

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN

During 2007, the Center offered a buyout to employees who would have been eligible to participate in the post-retirement health plan upon their retirement. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The weighted-average annual assumed rate of increase in per capita cost of covered benefits (i.e., health care cost trend rate) was 4.22% for the year ending June 30, 2018; and 4.00% per year for retirements that occurs on or after January 1, 1997, until those retirees' monthly premium cap of \$188 is reached.

Net Post-Retirement Health Cost:

Interest cost Net amortization of (gain)	\$	2,673 7,541
Net post retirement health cost/(income)	\$	10,214
Change in Accumulated Projected Benefit Obligation:		
Accumulated benefit obligation at beginning of year Interest cost Actuarial loss Benefits paid	\$	72,950 2,673 7,541 (11,939)
Benefit obligation at end of year	<u>\$</u>	71,225
FASB Balance Sheet Liability:		
Accumulated postretirement benefit obligation Fair value of plan assets	\$	71,225
Unfunded accumulated postretirement benefit obligation	\$	71,225
Reconciliation of Accrued Costs:		
Accrued benefit obligation at beginning of year Net post retirement health cost/(income) for the year Contributions made during the year (benefits paid)	\$	166,358 (6,911) (11,939)
Accrued post retirement health cost at end of year	\$	147,508

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Gains and losses in excess of 10% of the greater of the benefit obligation and the fair value of assets are amortized over the average remaining service period of active participants.

Assumptions

Weighted-average assumptions used to determine Benefit Obligations at June 30, 2018:

Discount rate

4,22%

Assumed health care cost trend rates have a significant effect on the amounts reported for health care plans. A 1% change in assumed health care cost trend rates would have the following effects:

-	1% Increase	1% Decrease
Effect on total of service and interest cost components of net periodic postretirement health care benefit cost	<u>\$ 2,747</u>	<u>\$ 2,604</u>
	1% Increase	1% Decrease
Effect on the health care component of the accumulated postretirement benefit obligation	<u>\$ 72,882</u>	<u>\$ 69,651</u>

Weighted-average assumptions used to determine Net Periodic Benefit Cost at June 30, 2018:

Discount rate

4.22%

Cash Flows

Estimated Future Benefit Payments:

2018 – 2019		\$ 11,100
2019 – 2020		10,100
2020 - 2021		8,300
2021 – 2022		7,200
2022 - 2023		6,100
2023 - 2028		19,700

Expected contribution for next fiscal year: \$\frac{11,100}{}\$

Change in Balance Sheet Liability:

Balance sheet liability at beginning of year	\$	(72,950)
Net actuarial gain or (loss) arising during the year		(7,541)
Increase from current year service and interest cost Contributions made during the year	_	(2,673) 11,939
Balance sheet liability at end of year	\$	(71,225)

NOTE 9 OTHER POST-RETIREMENT HEALTH BENEFIT PLAN (continued)

Amounts Recognized as Adjustments to Unrestricted Net Assets:

Adjustments to unrestricted net assets from adoption of of FAS 158 at beginning of year Net actuarial (gain) arising during the year Reclassification from amortization of net actuarial loss recognized during the year	\$	(93,409) 7,541 9,584
Unrestricted net assets not yet classified as NPBC at end of year	\$	(76,284)
Reconciliation of Accrued Costs:		
Unrecognized prior service cost Unrecognized net actuarial gain or (loss)	\$	(76,284)
Unrestricted net assets not yet classified as NPBC at end of year	<u>\$</u>	(76,284)
Unrestricted Net Assets Expected to be Reclassified as Net Postretirement Benefit Cost in Next Fiscal Year:		
Recognition of net Actuarial (Gain) Loss in next fiscal year's expense	\$	(8,655)

NOTE 10 LINE OF CREDIT

As of June 30, 2018, the organization had available a line of credit with a bank with an upper limit of \$2,500,000. The line was not utilized as of June 30, 2018. These funds are available with interest charged at TD Bank, N.A. Base Rate (5% as of June 30, 2018). The line of credit is due on demand.

NOTE 11 LONG-TERM DEBT

Long-term debt consisted of the following at June 30, 2018:

Bond payable to a bank, due July 2027, with interest only payments at 3.06% through November 2025. Fixed principal payments commence December 2025. Secured by specific real estate.

\$ 5,760,000

Note payable to a bank, due December 2025, monthly principal and interest payments of \$23,433 at a 4.4% interest rate. Secured by specific real estate.

1,750,044

Total long-term debt before unamortized debt issuance costs

7,510,044

Less: Current Portion

(201,405)

Less: Unamortized debt issuance costs

(95,020)

LONG-TERM PORTION

\$ 7,213,619

Aggregate principal payments on long-term debt, due within the next five years and thereafter are as follows:

Year Ending	
<u>June 30, </u>	
2019	\$ 201,405
2020	210,448
2021	219,897
2022	229,770
2023	240,086
Thereafter	<u>6,408,438</u>
	\$ 7,510,044

Interest expense for the year ending June 30, 2018 was \$248,772. In accordance with ASU 2015-03, the amortization of debt issuance costs of \$9,589 is reflected in interest expense. The remaining balance of \$239,183 is interest related to the above debt for the year ended June 30, 2018.

NOTE 12 LEASE OBLIGATIONS

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under non-cancelable operating leases with terms of one year or more as of June 30, 2018 are as follows:

2019	\$ 78,856
2020	65,107
2021	34,851
2022	14,777

Rent expense was \$70,579 for the year ended June 30, 2018.

NOTE 13 LEASES IN FINANCIAL STATEMENTS OF LESSORS

In July 2017, the Center acquired real estate it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to non-related third parties. Aggregate future minimum lease payments to be received under non-cancelable operating leases with terms of one year or more as of June 30, 2018 are as follows:

2019	\$ 380,542
2020	268,135
2021	176,199
2022	61,350
2023	61,350
Thereafter	71,575

Base rent income was \$479,731 for the year ended June 30, 2018.

NOTE 14 RELATED PARTY TRANSACTIONS

Amoskeag Residences, Inc. was formed by the Mental Health Center of Greater Manchester, Inc. The board of directors for Amoskeag Residences, Inc. is comprised of members of management from the Center. Included in accounts receivable as of June 30, 2018 is \$6,131 due to the Center from Amoskeag Residences, Inc. The Mental Health Center of Greater Manchester, Inc. is reimbursed for services it provides to Amoskeag Residences, Inc., such as bookkeeping services, insurance coverage, and repairs and maintenance services. The amounts for the years ended June 30, 2018 are as follows:

Billed	<u>\$ 81,825</u>
Reimbursed	<u>\$ 82,291</u>

NOTE 15 CONCENTRATIONS OF CREDIT RISK

The Center held deposits with TD Bank N.A. totaling \$6,390,322 as of June 30, 2018. Of this amount \$97,704 is in excess of FDIC coverage of \$250,000 and collateralized Federal repurchase agreements totaling \$6,042,618 as of June 30, 2018.

The Foundation held investments with LPL Financial totaling \$3,880,108 as of June 30, 2018. Of this amount \$3,380,108 is in excess of SIPC coverage of \$500,000 and is uninsured.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2018 is as follows:

Due from clients		46 %
Managed medicaid		8
Medicaid	. · · · · ·	13
Medicare	·· <u>-</u>	5
Other insurance		28
		100_%

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center and Foundation has evaluated subsequent events through October 24, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.

SUPPLEMENTARY INFORMATION

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. ANALYSIS OF ACCOUNTS RECEIVABLE For the Year Ended June 30, 2018

	F	Accounts Receivable Beginning of Year		Gross Fees	,	Contractual Allowances & Discounts		Bad Debts and Other Charges	_	Cash Receipts		Accounts deceivable End of Year
CLIENT FEES	\$	1,570,357	\$	4,806,240	\$	(4,433,992)	\$	367,288	\$	(467,877)	\$	1,842,016
MANAGED MEDICAID		305,365		17,998,203		(5,377,020)		23,133		(12,644,316)		305,365
MEDICAID		343,618		5,506,313		(2,390,139)		101,483		(3,044,140)		517,135
MEDICARE		207,385		1,950,286		(660,118)		(368,566)		(923,481)		205,506
OTHER INSURANCE	_	1,683,809	_	6,461,888		(2,587,724)	_	(1,494,448)	_	(2,949,721)	_	1,113,804
TOTAL	\$_	4,110,534	<u>\$</u>	36,722,930	\$	(15,448,993)	\$	(1,371,110)	\$	(20,029,535)	\$	3,983,826

The Mental Health Center of Greater Manchester, Inc. and Manchester Mental Health Foundation, Inc. ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES For the Year Ended June 30, 2018

CONTRACT YEAR, June 30, 2018		BBH eceivable End of Year 398,203	BBH Revenues Per Audited Financial Statements \$ 3,044,739	Receipts for Year \$ (3,280,057)	BBH Receivable End of Year \$ 162,885
Analysis of Receipts: Date of Receipt/Deposit	_ #	A <u>mount</u>		-	
07/01/17	\$	141,124			
07/03/17		270,690			
07/14/17		885			
07/21/18		126,628			
09/21/17		140,631			
.09/22/17		244,666			
10/02/17		37,500			
10/24/17		225,791			
12/05/17		325,682			
01/19/18		202,370			
02/09/18		885			
02/22/18		404,102			
03/01/18		15,013			
04/16/18		885			
05/02/18		588,031			
06/22/18		477,582			
06/27/18	_	77,592			
	\$	3,280,057			

The Mental Health Center of Greater Manchester, Inc.
and Manchester Mental Health Foundation, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2018

Total Agency 372,248
2.025,586
15,737,357 - 15,737,357 5,047,590 1,290,168 - 1,290,168 5,725
559,429 - 559,429 22,124 19,704 351
21.293,641 - 21,293,641 5,535,070 538,210
461,811 - 461,811 -
3,540 - 3,540 3,540
40,121 - 40,121 -
128,936 - 128,936 - 26,587 -
1,632,036 - 1,632,036 3,152
1,204,125 - 1,204,125 5.884,646 - 5,884,046 1,755,890
9,381,802 -9,381,802 1,762,582
\$ 30.675,443 \$ - \$ 30.675,443 \$ 7,287,652 \$ 605.040

The Mental Health Center of Greater Manchester, Inc STATEMENT OF FUNCTIONAL EXPENSES For the Year Ended June 30, 2018

	Total Answer	Total	Total Programs	Child/ Adol	Elderty Services	Emergency Services	Vocetlonel Services	Non - Eligibles	Mulfi. Service Jesm	ACT Team	Crists	Community Residence	Supportive	Other Mental Health	Other Non-DMH.	Property
PERSONNEL COSTS							400		***************************************	# ECO 04 # C	2 000 TAA	356.054		689 07	5.635.673	,
Salary and Wages Employee Benefits	\$ 19,701,960 \$ 4,158,511		\$ 17,608,987 \$ 3,687,443	3,042,376	5 198,128 1 42,989	\$ 1,413.045 \$ 222,250	363,902 82,843	92,029	1,039,367	509,706	573,883	86.190	162,448	9,883		
Payroll Taxes	1,429,114	148,893	1,280,221	218,517	14,704	101,463	27.011	76,839	346,366	154,927	797,817	26,130	42,543	70.10	1000	
Sub-total	25,289,585	2,712,934	22,576,651	3,987,760	255,821	1,736,758	473.756	1,201,899	6,241,645	2,813,462	3,724,909	468 402	790,597	56,739	824,903	
SHE KNOWED COL																
Cient Evaluations/Services	332,399	56,173	276,226	(5,292)	638	•	1.052	39,178	165,089	2,342	66,236	•	' ;	457	6,527	•
Audit Fees	54,000	5,125	48,875	8,656	756	3,715	1,134	3,132	13,122	6,912	7.020	26. 5	1,836	276	1,182	
Legal Facs	67,576	6,278	61,298	13,245	574	2,675	2.077	980	19,552	8,272	5,306	428	1,322	# 6	1,463	P50.5F
Other Prof Fees/Consultants	71,276	13,357	57,919	10,789	1,214	4,528	1,456	090,	13,324	7.481	6,933	Š	S80.	0.47	16.5	5
A TRAINING													i			
Journals/Publications	3,729	435	3,294	693			•	19	6		260	R	100 P		g.'	
In-service Training	(1,053)	' !	(1,053)	' ;	. :				(5,000)	. 000	7,743	. 526	i g	` <u>R</u>	2.747	•
Conferences/Conventions	60,794	19,887	40,907	7.215	514	376.1	24.00	1,424	15.002	57.7	16 786	,	9.972	; '	16,416	
Other Staff Development	104,913	23,702	112,18	(1.329)			2005	2	- -	2			i			
OCCUPANCT COSTS	707 B	8.407	٠		٠		•	,	٠	•	•	1	•	•	1	
Leading Coats	7.273	; ' ī	7,273	•	٠		٠		.'	•	•	•	7,273	•	1	. !
City Chillies	227,805	8.920	218.885	9	6,387	24,190	8.864	(43)	\$8,854	17,915	71,021		43.607	3,342	838	156,139
Maintenance & Repairs	478,646	21,130	457.516	18,172	13,003	26,500	18,086	9.403	93,710	37,587	159,169	.600	66.390	8,142	5,754	204,858
Other Occupancy Costs	14,762	107	14,655		₽	74	126		825	299	8,005	160	2,062	49	5	163,904
CONSUMABLE SUPPLIES			101.01.0	6	2	1908	4 703	13 900	579 27	12.236	29 104	116	5,751	202	21,191	
Office	788,155	92,130	109.707	211.81	200	3 5	1 304	464	6.679	2 905	35 046	2	5.537	586	912	
Building/Household	61,602	1,902	39,700	26.248	946	6,050	2336	1.1	154.651	53,944	144,246	627	2,969	8	46,223	
Endocational residence	73.750	2.266	71.493	784	149	5	172	5	259	30	64,279	16	4,680	-	897	
1000 1000 1000 1000 1000 1000 1000 100	77,871	25.	77.839	7.	e in	23		50	29,455	4	45,763	4	Ė	-	2,452	
Other Consumption Supplies	437.267	75.201	362,066	58,739	5,558	26,089	9.018	22.483	95,041	55,235	52,369	5,311	14,456	1,757	16,021	
Derectable California	258 665	23.813	234,852	43,285	7.404	13.541	6.526	13.284	49,929	33,256	40.782	7 68.4	14,896	1,111	6,444	. !
Decrecation-Building	167,509	9,016	158,593	5,520	5,550	8,304	7,411	3,138	36,642	14,823	43,970	' ;	26.268	6,820	147	196,025
Equipment Maintenance	37.088	7,883	29.205	4,392	329	1,599	647	1,804	7,680	3.390	5,881	256	186.	· ·	7,285	. 70
Advertising	56,236	4,914	51.322	5,999	95 96	2,526	£	3.132	8,923	4,700	5,007	404	£47.1	¥ .	9076	5
Printing	43,769	11,970	31,799	6,005	303	1,963	533	4.514	7,706	24.2	600,4	1 503	10.806	3.718	92.5	
Telephone/Communication	342,767	29,586	313,181	44,961	7,273	5,853	13,537	96'37	72,937	5000	5 103	24	25	63	773	
Poetage & Shipping	42,632	23,449	19,163	2,733	£17	7.70	670	3	1000	7,002		!	ļ			
Street Collection	245 175	2 829	212.346	35,604	\$8	12,788	15.371	\$0 \$	39,263	82,868	10.085	4,513	3,983	98	6,336	
Clicota	6.386		6.386	1		27		•	20	8	2.504	•	3,768	•	•	
INSURANCE														;		
Metoractice & Bonding	56,017	5,316	50,701	8,980	787	3,854	1,176	3,249	13,613	7,170	7,282	616	1,904	224	248.F	,
Vehicles	6,392	891	8.501	1,506	131	646	197	\$45	2,283	1,202	1,221	3 5	ELS.	8 2	310	
Comp Property/Liability	141,090	13,389	127,701	22,617	1,975	9,707	2,963	8,183	34.285	18,060	18,342	200,	,	5 5	200	
MEMBERSHIP DUES	37,787	3,583	34,204	5.126	448	2.200	672	1,855	7,921	4.084	4.358	8	671	<u>.</u>	<u>}</u>	248.771
INTEREST EXPENSE	FEB 1776	23.703	253.730	40.545	3.160	12,590	4.761	13,070	54,952	28,959	36,935	2,476	7,695	00.	48,687	
	803 032 06	3 210 640	26 550 05R	4 372 BBD	320.757	1934.951	592,568	1,382,534	7,284,290	3,270,457	4.689.604	500,774	1,051,652	90,385	1,059.196	1,001,958
Total Expenditures Administration	. T. reu, 336	(3,210,540)	3,210,540	538.863	40,146	224.935	81,097	178,424	893.464	389.887	578,883	66,469	129.677	12,440	76.245	•
TOTAL PROGRAM	805 092 06	•	29 760 598	4 911 753	360.903	2.159.886	673,565	1,560,958	8,177,754	3,660,354	5,268,487	567,243	1,181,329	102,825	1,135,441	1,001.958
EXPENSES SUBBLUSEDERICHS			\$ 914.845	2.385.899	\$ 244.137	\$ 100.726	\$ (156,505)	\$ (24,708)	(695,491)	(306,139)	(394,969)	\$ (133.348)	\$ (257,711)	\$ (36,289)	ا بر	اربا
SUNPLUSQUEFFULL	-		П													

See Independent Auditor's Report.



MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS 2018 - 2019

BOARD MEMBER	TERM
Philp Hastings, Chair	2015 - 2021
Kevin Sheppard, Vice Chair	2016 - 2022
Sheila McNeil, Treasurer	2013 – 2019
Thomas Lavoie, Secretary	2013 - 2019
Jeff Eisenberg	2018 - 2024
David Harrington	2017 - 2023
Michael Harrington	2013 - 2019
Jaime Hoebeke	2015 – 2021
Brent Kiley	2017 - 2023
Peter Kucharski, Sgt.	2017 – 2023
Tina Legere	2018 - 2024
Lizabeth MacDonald	2016 – 2022
Christina Mellor	2015 – 2021
Elaine Michaud	2015 – 2021
Theresa Ryan	2014 - 2020
Ron Schneebaum, MD	2018 - 2024
Andrew Seward	2016 – 2022
Richard Shannon	2016 – 2022
Shannon Sullivan	2014 - 2020

William T. Rider

Objective

To provide effective leadership in community mental healthcare

Experience

The Mental Health Center of Greater Manchester 401 Cypress St Manchester, NH 03103 (603) 668-4111

- 3/2015 to Present: President, Chief Executive Officer
- 3/2000 to 3/2015: Executive VP, Chief Operating Officer
- 1/1995 to 2/2000: Director, Community Support Program
- 7/1987 to 12/1994: Assistant Director Community Support Program
- 6/1985 to 6/1987: Clinical Case Manager

Carroll County Mental Health

25 West Main St. Conway NH 03818

4/78 to 5/85: Clinical Case Manager

New Hampshire Hospital

24 Clinton St

Concord NH 03301

10/76 to 4/78; Mental Health Counselor

Education

2001 to 2002 Franklin Pierce College Concord, NH

12 Graduate Credits

1972 to 1976 Canisius College Buffalo, NY

BA Psychology 1976

Community Activity

Granite Pathways: Chair, Board of Directors

Postpartum Support International-NH, Founders Board

NAMI of NH Member since 1985

- 2017 NH Business Excellence Award in the Large Non Profit Category
- 1992 NAMI Professional of the Year Award

PATRICIA CARTY, MS, CCBT

Executive Vice President/Chief Operating Officer

DESCRIPTION

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center's mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center y to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

EDUCATION

MS	Springfield College, Manchester	
	Community/Psychology	1994
BA	University of Vermont	100-
	Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester

Manchester, NH

July 2015 to present	Executive Vice President/Chief Operating Officer
2000 to July 2015	Director of Community Support Services
1996 – 2000	Assistant Director of Community Support Services
1990 - 1996	Assistant Coordinator, Restorative Partial Hospital
1987 - 1990	Counselor, Restorative Partial Hospital
1986 1987	Residential Specialist

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES AND CERTIFICATIONS

- Member Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School - 2003 to present
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ili
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

PATRICIA CARTY, MS, CCBT

Executive Vice President/Chief Operating Officer

PUBLICATIONS

- The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. <u>Community Mental Health Journal</u>, Vol. 43, No. 3, June 2007.
- Co-authored Chapter 25 for text entitled <u>Improving Mental Health Care: Commitment to Quality.</u> Edited by Sederer & Dickey, 2001.
- Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. <u>Psychology Assessment.</u> 2001. Vol. 13, No. 1, 110-117.
- HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.
- Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. <u>Journal of Consulting and Clinical Psychology</u>, 1998. Vol. 49, No. 10, 1338-1340.
- Integrating Dialectical Behavior Therapy into a Community Mental Health Program. <u>Psychiatric Services</u>. October 1998. Vol. 49, No. 10, 1338-1340.

PAUL J. MICHAUD MSB, BS

Seasoned professional with 30 years of financial management, reporting, and leadership experience, inclusive of general ledger oversight & reconciliations, month-end close, payroll, A/P, A/R, budgeting / forecasting, variance analysis, product costing, revenue cycle management, revenue enhancement, treasury / cash-flow forecasting, environmental & operational analysis, staff supervision, H/R, workers comp. and insurance / risk administration, regulatory and statutory reporting, external audits, strategic planning, policy development, grants / funding management, technology implementation, EMR, compliance, and security.

LEADERSIP POSITIONS

Chief Financial Officer	The Mental Health Center Of Greater Manchester (NII)	2011 to present
Controller	Associated Home Care, Inc. Beverly, MA	2009 to 2011
Chief Financial Officer	Seacoast VNA, North Hampton, NH	1998 to 2009
Manager, Public Accounting	Berry, Dunn, McNeil & Parker, CPA	1996 to 1998
Director, Budget & Cost / Co	ntroller BCBS of Maine, So. Portland, ME	1993 to1996

Key Accountabilities: Oversight of all accounting, financial reporting, transaction processing, budgets / forecasts, A/R, A/P, G/L, payroll, I/T, product costing, profitability analysis, and vendor contracting. Regular collaboration with Senior Management Team, Finance Committees, Board of Directors, external auditors, and federal / state regulators. Other responsibilities include: revenue cycle & cash flow management, analysis and resolution of forecast variances, management of billing, A/R and collections, banking, investor, lender relationships, new business development, staff recruitment, supervision, training, benefits / retirement plans administration, cost accounting, operational analyses, systems integration, development and maintenance of accounting and management information systems. Duties also include assessing risk exposure & insurance coverage, M & A evaluations and due diligence, grant applications, and preparation of corporate income tax schedules and support (Forms 990 and 1120)

 ${\it Significant\ Accomplishments-Post-Acute\ Health carefucilities:}$

Key member of EMR implementation team (billing, A/R, Accounting, registration functions) Financial oversight during period of 100% revenue growth Financial oversight during period of national Top 500 Agency Status Financial oversight during period of 300% reduction in Days in A/R One-year oversight due diligence process Merger with \$50 million entity

Audit / Consulting Manager

Berry, Dunn, McNeil & Parker, CPA's & Management Consultants

1996 to 1998

Provided consultation and advisory services to hospitals, nursing homes, ALF's, and other healthcare facilities (acute & post-acute) in areas of reimbursement, financial planning and reporting and systems evaluations and integration. Coordinated and supervised audit engagements, regulatory report preparation, feasibility studies, due diligence, financial forecasts and projections, and operational and compliance reviews. Assisted clients with regulatory licensing and certifications.

Paul J.Michaud Page 2

Budget Director, Finance Division, Budget & Cost Department

Blue Cross & Blue Shield of Maine

So. Portland, ME

1993 through 1996

Directed corporate administrative budgeting and forecasting process for Maine's largest managed care organization. Determined, distributed, analyzed, and forecast annual operating expenses in excess of \$70 million. Oversight responsibilities of administrative expense reimbursement for all federal and state contracts. Supervised professional and administrative staff. A/P. Payroll, G/L, financial & budget variance reporting & analysis. Interim appointment as VP of Finance.

Significant Accomplishments:

Reorganized corporate budgeting and costing process, converting to electronic format while enhancing routine communications with department heads and improving variance reporting.. Restructured payroll and A/P functions resulting in operational and economic efficiencies. Collaborated with senior management in major corporate reorganization to streamline operations and reduce administrative costs. Reduced administrative budget in excess of 25%. Appointed to corporate job evaluation and compensation committee

Audit Manager, Medicare Fiscal Intermediary

Blue Cross & Blue Shield of Maine

So. Portland, ME

1985 through 1993

Oversight responsibilities for Medicare cost report audit and reimbursement functions for hospital complexes, home health care agencies, skilled nursing facilities, and other healthcare providers. Interpreted and applied federal program laws, regulations and cost reporting instructions. Interacted with provider officers and external consultants, CPA's and federal program officials. Staff supervision.

Accomplishments:

Planned, organized and implemented New England Regional Home Health Agency audit department in 1986, inclusive of development of audit programs and policies, fraud and abuse detection programs, staff recruitment and training, and all related administrative and management functions.

Administered annual audit and provider service functions resulting in HCFA recognition of Blue Cross & Blue Shield of Maine as one of the leading and most cost efficient audit intermediaries in the entire country based upon federal performance and quality standards. (1989 through 1995)

Staff Auditor - Public Accounting

Planned and conducted audit examinations and prepared financial statements and tax returns for clients within the retail, financial services, healthcare and manufacturing industries.

Arthur Young & Company, Portland, Maine

1982 through 1983

EDUCATIONAL EXPERIENCE

Husson College, Bangor, Maine Masters of Science in Business Administration (MSB - Accounting Concentration) 1990 Husson College, Bangor, Maine Bachelor of Science in Accounting (BSA) 1980

TECHNICAL PROFICIENCIES

Microsoft Office Products - Excel, Word, Powerpoint, database management tools Various accounting & patient billing programs (Quantum, myAvatar, QuickBooks, MAS 90, MISYS, IIAS, CERNER)

Resume

Richard Cornell MSW, ACSW, LICSW
Vice President of Community Relations
The Mental Health Center of Greater Manchester
401 Cypress Street
Manchester, NH 03103
603-206-8547

WORK EXPERIENCE - Please note that I have worked for the MHCGM since 1973.

July 2014 to Present -

Vice President of Community Relations for the Mental Health Center of Greater Manchester. Responsible for overseeing all Community and Development Projects as well as Community Education & Strategic Resources.

2000 to July 2014 -

Director of Bedford Counseling Associates. Responsible for all clinical decisions made by the staff in our Manchester and Derry office settings. Supervised the decisions made by the scheduling department. Monitored the use of funding source monies. Worked with other departments to assure open communication and that client needs were met (member of CST, Management and Marketing Teams). Supervised new staff and students. Maintained a full-time case load. Performed community presentations as needed. Resolved any client conflicts in the delivery of their services.

1999 to 2000 -

Coordinator of Bedford Counseling Associates. Full-time therapist. Supervised intake coordination and emergency services related to this program.

1986 to 1999 -

Child and Adolescent Therapist. Responsible for community outreach with local schools, hospitals and primary care offices. Performed presentations for local businesses when needed.

1980 to 1986 -

Child Therapist. Worked with families and community programs.

1981 to 1984 -

Volunteer Coordinator & Vocational Development. Worked with the Director

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Contractor Name:

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

Name of Contract:

Mental Health Services

BUDGET PERIOD:	SFY 20 (Jul 1, 2019 thru Jun 30, 2020)	1 1400		
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
WILLIAM RIDER	EXECUTIVE DIRECTOR	\$160,050	100.00%	\$160,050.00
PATRICIA CARTY	EXEC. VP / CHIEF OPERATING OFFICER	\$114,446	100.00%	\$114,446.00
PAUL MICHAUD	VP / CHIEF FINANCIAL OFFICER	\$127,556	100.00%	\$127,556.00
RICHARD CORNELL	VP OF COMMUNITY RELATIONS	\$100,801	100.00%	\$100,801.00
		± \$0	0.00%	\$0.00
		\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exce	eed Total/Salary Wages, Line Item 1 of Budget req	uest)	-	\$502,853.00

BUDGET PERIOD:	SFY 21 (Jul 1, 2020 thru Jun 30, 2021)			
NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
WILLIAM RIDER	EXECUTIVE DIRECTOR	\$161,651	100.00%	\$161,651.00
PATRICIA CARTY	EXEC. VP / CHIEF OPERATING OFFICER	\$115,601	100.00%	
PAUL MICHAUD	VP / CHIEF FINANCIAL OFFICER	\$128,832	100.00%	\$128,832.00
RICHARD CORNELL	VP OF COMMUNITY RELATIONS	\$101,809	100.00%	\$101,809.00
		\$0	0.00%	\$0.00
		\$0	0.00%	\$0,00
TOTAL SALARIES (Not to exce	eed Total/Salary Wages, Line Item 1 of Budget re	equest)		\$507,893.00



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 June GC Approved

Date

Mern #

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, 14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services	Lobonon		-	
DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc.	1 comin			
DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH			,	
DBA Greater Nashua Mental Health Center	Nashua			
at Community Council		\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater		, .,	+ 1/1111/000	Ψ ±, 10 1,100
Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of			+ 000,000	Ψ 1,171,070
Strafford County, Inc., DBA Community	Dover		·	
Partners of Strafford County		\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New	·	· · · · · · · · · · · · · · · · · · ·	+	Ψ 011,020
Hampshire	Derry			
DBA CLM Center for Life Management	··· ,	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 2 of 3

EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State regulations applicable to the State mental health system, including NH Administrative Rules He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja Ş. Fox

Diregtor

Approved by:

Jeffrey A. Meyers Commissioner

38.2% General Northern Huma	- -	leral Funds; .15% Other	CFDA # FAIN	93.778 1705NH5MAP Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,24
2019	102/500731	Contracts for Program Services	TBD	379,24
		Sub Total		758,49
	ivcs, Inc., DBA West		·	Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,19
2019	102/500731	Contracts for Program Services	TBD	322,19
		Sub Total		644,38
The Lakes Reg	jion Mental Health Ce	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,11
2019	102/500731	Contracts for Program Services	TBD	328,11
		Sub Total		656,23
Riverbend Com	nmunity Mental Healt	h, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,65
2019	102/500731	Contracts for Program Services	TBD	381,65
		Sub Total		763,30
Monadnock Far				Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,59
2019	102/500731	Contracts for Program Services	TBD	357,59
	<u></u>	Sub Total		715,18
		DBA Greater Nashua Mental Health		Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,79
2019	102/500731	Contracts for Program Services	TBD	1,183,79
		Sub Total		2,367,59
	alth Center of Greate		<u>, </u>	Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,82
2019	102/500731	Contracts for Program Services	TBD	1,646,82
		Sub Total		3,293,65
Seacoast Ment	tal Health Center, Inc	·		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
	102/500731	Contracts for Program Services	TBD	746,76
2018	1 102/300/31 1	Contracts for a regram Contracts	1. 100	

Contracts for Program Services

Sub Total

TBD

746,765

1,493,530

102/500731

2019

Fiscal Year	Class / Account	Services of Strafford County, Inc. DE	Job Number	Vendor # 177278
2018	102/500731	Contracts for Program Services	TBD	Amount
2019	102/500731	Contracts for Program Services	TBD	313,543
		Sub Total	100	313,543 627,086
ne Mental He	ealth Center for South	nern New Hampshire DBA CLM Cente	7 1 7	···
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 174116
2018	102/500731	Contracts for Program Services	TBD	Amount
2019	102/500731	Contracts for Program Services	TBD	350,791
···		Sub Total		350,791 701,582
		SUB TOTAL		12,021,050
5-95-92-9220 F, HHS: BEI ATA COLLE 00% Federal	CTION	I, HEALTH AND SOCIAL SERVICES DIV, BUREAU OF MENTAL HEALTI	H SERVICES, ME CFDA#	NTAL HEALTH
orthern Huma	an Services		FAIN	N/A Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018 -	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000
est Central S	Svcs, Inc., DBA West	Behavioral Health		
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 177654
2018	102/500731	Contracts for Program Services	92204121	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	32204121	5,000 10,000
ie Lakes Rec	tion Mental Health Ca	enter., Inc. DBA Genesis Behavioral F		, _
Fiscal Year	Class / Account	Class Title		Vendor # 154480
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,000
	102/000/31	Sub Total	92204121	5,000
		· · · · · · · · · · · · · · · · · · ·	<u> </u>	10,000
rerbend Com iscal Year	munity Mental Healt			Vendor # 177192
	Class / Account	Class Title	Job Number	Amount
	102/500731	Contracts for Program Services	92204121	5,000
2018	100/500704	<u> </u>		
	102/500731	Contracts for Program Services	92204121	5,000
2018	102/500731	Contracts for Program Services Sub Total	92204121	5,000 10,000
2018 2019 onadnock Fal	mily Services		92204121	10,000
2018 2019 onadnock Far Fiscal Year	mily Services Class / Account			10,000 Vendor # 177510
2018 2019 onadnock Fal iscal Year 2018	mily Services Class / Account 102/500731	Sub Total Class Title Contracts for Program Services	Job Number	10,000 Vendor # 177510 Amount
2018 2019 onadnock Far Fiscal Year	mily Services Class / Account	Sub Total Class Title Contracts for Program Services	Job Number 92204121	Vendor # 177510 Amount 5,000
2018 2019 onadnock Fal iscal Year 2018	mily Services Class / Account 102/500731	Sub Total Class Title	Job Number	10,000 Vendor # 177510 Amount
2018 2019 enadnock Far iscal Year 2018 2019	mily Services Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total	Job Number 92204121 92204121	10,000 Vendor # 177510 Amount 5,000 5,000 10,000
2018 2019 madnock Far iscal Year 2018 2019 mmunity Cou	mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH E	Sub Total Class Title Contracts for Program Services Contracts for Program Services	Job Number 92204121 92204121 enter at	10,000 Vendor # 177510 Amount 5,000 5,000 10,000 Vendor # 154112
2018 2019 onadnock Far 2018 2019 mmunity Coursiscal Year 2018	mily Services Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services	Job Number 92204121 92204121 enter at Job Number	Vendor # 177510 Amount 5,000 5,000 10,000 Vendor # 154112 Amount
2018 2019 Enadnock Far 2018 2019 Emmunity Cou	mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH E	Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	Job Number 92204121 92204121 enter at	10,000 Vendor # 177510 Amount 5,000 5,000 10,000 Vendor # 154112

The Montal	Haa!th	Captario	f Greater	Manchester	Inc

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Behavioral Health	& Developmental Services of	Strafford County, Inc. DBA Community	Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Vendor # 17	741	11	16	С	3
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Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	102/500731	Contracts for Program Services	92204121	5,000	
2019	102/500731	Contracts for Program Services	92204121	5,000	
		Sub Total		10,000	
		SUB TOTAL		100,000	

100% Genera Northern Hum	irruilus .	DIV BUR FOR CHILDRENS BEHA	CFDA# FAIN	N/A N/A
Fiscal Year	Class / Account	Class Title		Vendor # 177222
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	4,000
	-	Sub Total	92102053	4,000
West Central	Svcs, Inc., DBA Wes	t Behavioral Health		
Fiscal Year	Class / Account	Class Title	1 1 1 1	Vendor # 177654
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	<u> </u>
	102/000/01	Sub Total	92102053	4,000
	<u> </u>			1 4,000
The Lakes Re Fiscal Year	gion Mental Health C	enter., Inc. DBA Genesis Behavioral		Vendor # 154480
2018	Class / Account	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,000
_	·	Sub Total		4,000
Riverbend Cor	nmunity Mental Heal	th, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	
2018	102/500731	Contracts for Program Services	92102053	Amount
2019	102/500731	Contracts for Program Services	92102053	1 000
		Sub Total	92102003	4,000 4,000
Monada	- 11 - 0			1 4,000
Fiscal Year	mily Services Class / Account	Ota Til	T	Vendor # 177510
2018	102/500731	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92102053	-
2018	102/300/31	Contracts for Program Services	92102053	4,000
		Sub Total	<u> </u>	4,000
he Mental He	aith Center of Greate	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total	54102000	4,000
eacoast Ment	al Health Center, Inc	· · · · · · · · · · · · · · · · · · ·		
Fiscal Year	Class / Account	Class Title	 _	Vendor # 174089
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731		92102053	4,000
	102/000/31	Contracts for Program Services	92102053	
2019		Sub Total		4,000
2018				
ehavioral Hea	lth & Developmental	Services of Strafford County, Inc. DB	A Community	Vendor # 177278
ehavioral Hea Fiscal Year	ith & Developmental Class / Account	Services of Strafford County, Inc. DB		Vendor # 177278
ehavioral Hea Fiscal Year 2018	lth & Developmental Class / Account 102/500731	Class Title Contracts for Program Services	Job Number	Vendor # 177278 Amount
ehavioral Hea Fiscal Year	Class / Account	Class Title		

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified
2018	102/500731	Contracts for Program Services	92102053	Budget 4,00
2019	102/500731	Contracts for Program Services	92102053	7,00
2019	102/300731	Sub Total	32102033	4,00
·		SUB TOTAL	· · · · · · · · · · · · · · · · · · ·	36,000
	·			
IUMAN SERV	ICES DIV, CHILD PE	ND SOCIAL SERVICES, HEALTH A ROTECTION, CHILD - FAMILY SER	VICES .	
00% General			CFDA # FAIN	N/A N/A Vendor # 177222
Northern Huma		Olasa Titla	Lob Niverbox	
Fiscal Year	Class / Account	Class Title	Job Number	Amount 5,31
2018	550/500398	Contracts for Program Services	42105824	
2019	550/500398	Contracts for Program Services	42105824	5,31
	<u>l</u>	Sub Total		10,62
V4 Oc-41 O	III. DDA (4/)	Rehavioral Hoalth		Vendor # 177654
	vcs, Inc., DBA West		Job Number	Amount
Fiscal Year	Class / Account	Class Title		1,77
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	3,54
	<u></u>	Sub Total		3,04
ha Lakea Baa	ion Montal Hoalth Co	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500396	Sub Total	42103024	3,54
		Gdb TGtal		0,07
Riverbend Com	nmunity Mental Healt	h Inc		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
2013	000/300030	Sub Total	12103021	3,54
·		. Gab i otai		
Monadnock Fa	mily Services			Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
2015	330/300330	Sub Total	42100024	3,54
		Cab Total		0,0-1
	uncil of Nashua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Community Co.	union of tradition, this		Job Number	Amount
		Class Life		
Fiscal Year	Class / Account	Class Title Contracts for Program Services		
Fiscal Year 2018	Class / Account 550/500398	Contracts for Program Services	42105824	1,77
Fiscal Year	Class / Account	Contracts for Program Services Contracts for Program Services		1,77 1,77
Fiscal Year 2018	Class / Account 550/500398	Contracts for Program Services	42105824	1,77 1,77
Fiscal Year 2018 2019	Class / Account 550/500398 550/500398	Contracts for Program Services Contracts for Program Services Sub Total	42105824	1,77 1,77 3,54
Fiscal Year 2018 2019 The Mental He	Class / Account 550/500398 550/500398 alth Center of Greate	Contracts for Program Services Contracts for Program Services Sub Total er Manchester, Inc.	42105824 42105824	1,77 1,77 3,54 Vendor # 177184
Fiscal Year 2018 2019 The Mental He Fiscal Year	Class / Account 550/500398 550/500398 alth Center of Greate Class / Account	Contracts for Program Services Contracts for Program Services Sub Total er Manchester, Inc. Class Title	42105824 42105824 Job Number	1,77 1,77 3,54 Vendor # 177184 Amount
Fiscal Year 2018 2019 Fhe Mental He	Class / Account 550/500398 550/500398 alth Center of Greate	Contracts for Program Services Contracts for Program Services Sub Total er Manchester, Inc.	42105824 42105824	1,77 1,77 3,54 Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 174089 Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
		Sub Total	·	3,54
Sehavioral Hea	alth & Developmenta	Services of Strafford County, Inc. DE	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
		Sub Total		3,54
he Mental He	alth Center for South	nern New Hampshire DBA CLM Cente	or for Life	Vendor # 174146
Fiscal Year	Class / Account	Class Title	Job Number	Vendor # 174116 Amount
2018	550/500398	Contracts for Program Services	42105824	Amount 1,77
2019	550/500398	Contracts for Program Services	42105824	1,7
	-	Sub Total	12100024	3,54
		SUB TOTAL	 "	46,02
UMAN SERV 00% Federal	ICES DIV, HOMELE	SS & HOUSING, PATH GRANT	CFDA#	
00% Federal	ICES DIV, HOMELE Funds	SS & HOUSING, PATH GRANT		93.15 SM016030-1
00% Federal iverbend Com	ICES DIV, HOMELE Funds munity Mental Healt	SS & HOUSING, PATH GRANT	CFDA# FAIN	93.1 5 SM016030- 1 Vendor # 177192
00% Federal liverbend Com Fiscal Year	ICES DIV, HOMELE Funds munity Mental Healt Class / Account	h, Inc. Class Title	CFDA # FAIN Job Number	93.15 SM016030-1 Vendor # 177192 Amount
00% Federal liverbend Com Fiscal Year 2018	ICES DIV, HOMELE Funds munity Mental Healf Class / Account 102/500731	h, Inc. Class Title Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.18 SM016030-1 Vendor # 177192 Amount 36,25
00% Federal Iverbend Com Fiscal Year	ICES DIV, HOMELE Funds munity Mental Healt Class / Account	th, Inc. Class Title Contracts for Program Services Contracts for Program Services	CFDA # FAIN Job Number	93.18 SM016030-1 Vendor # 177192 Amount 36,25 36,25
00% Federal liverbend Com Fiscal Year 2018	ICES DIV, HOMELE Funds munity Mental Healf Class / Account 102/500731	h, Inc. Class Title Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.18 SM016030-1 Vendor # 177192 Amount 36,25 36,25
iverbend Com Fiscal Year 2018 2019 Jonadnock Fai	ICES DIV, HOMELE Funds munity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total	CFDA # FAIN Job Number	93.18 SM016030- Vendor # 177192 Amount 36,28 36,28
iverbend Com Fiscal Year 2018 2019 onadnock Far Fiscal Year	ICES DIV, HOMELE Funds munity Mental Healf Class / Account 102/500731 102/500731 mily Services Class / Account	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title	CFDA # FAIN Job Number	93.18 SM016030- Vendor # 177192 Amount 36,28 36,28
iverbend Com Fiscal Year 2018 2019 Jonadnock Far Fiscal Year 2018	ICES DIV, HOMELE Funds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150	93.18 SM016030-1 Vendor # 177192 Amount 36,25 36,25 72,50 Vendor # 177510 Amount 37,00
iverbend Com Fiscal Year 2018 2019 conadnock Far Fiscal Year 2018 2019	ICES DIV, HOMELE Funds munity Mental Healf Class / Account 102/500731 102/500731 mily Services Class / Account	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services	CFDA # FAIN Job Number	93.18 SM016030-1 Vendor # 177192 Amount 36,28 72,50 Vendor # 177510 Amount 37,00 37,00
Niverbend Com Fiscal Year 2018 2019 Ionadnock Far Fiscal Year 2018 2019	ICES DIV, HOMELE Funds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 72,50 Vendor # 177510 Amount 37,00 37,00
Niverbend Com Fiscal Year 2018 2019 Ionadnock Far Fiscal Year 2018 2019	ices DIV, HOMELE Funds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 42307150	93.18 SM016030-1 Vendor # 177192 Amount 36,25 72,50 Vendor # 177510 Amount 37,00 37,00
00% Federal Everbend Com Fiscal Year 2018 2019 Ionadnock Far Fiscal Year 2018 2019 ommunity Cou	incil of Nashua, NH	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health (Class Title)	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25 72,50 Vendor # 177510 Amount 37,00 37,00 74,00
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iverbend Com Fiscal Year 2018 2019 lonadnock Far Fiscal Year 2018 2019 ommunity Cor Fiscal Year 2018	munity Mental Health Class / Account 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 42307150 Center at Job Number 42307150	93.18 SM016030-1 Vendor # 177192 Amount 36,28 36,28 72,50 Vendor # 177510 Amount 37,00 37,00 74,00 Vendor # 154112 Amount 40,30 40,30
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Riverbend Com Fiscal Year 2018 2019 Monadnock Far Fiscal Year 2018 2019 Community Cor Fiscal Year 2018 2019 community Cor Fiscal Year 2018 2019 he Mental Hear Fiscal Year	inmunity Mental Health Class / Account 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731 102/500731	class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total r Manchester, Inc. Class Title	Job Number 42307150 Job Number 42307150 Job Number 42307150 42307150 Center at Job Number 42307150 42307150 Job Number 42307150 Job Number 42307150	93.18 SM016030- Vendor # 177192 Amount 36,28 36,28 72,50 Vendor # 177510 Amount 37,00 37,00 74,00 Vendor # 154112 Amount 40,30 40,30 80,60 Vendor # 177184

Sub Total

80,242

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
L	· ·	Sub Total		50,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life				Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	29,500
2019	102/500731	Contracts for Program Services	42307150	29.500
		Sub Total		59,000
		SUB TOTAL		416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS
100% Federal Funds
CFDA # 93.0

CFDA# FAIN 93.043 17AANHT3PH

Seacoast Mental Health Center, Inc.

Vendor # 174089

					101001 11 1000
	Fiscal Year	Class / Account	Class Title	Job Number	Amount
	2018	102/500731	Contracts for Program Services	48108462	35,000
	2019	102/500731	Contracts for Program Services	48108462	35,000
İ			SUB TOTAL		70,000
			TOTAL		12.829.412

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location	
Northern Human Services	Conway	
West Central Services	Convay	
DBA West Central Behavioral Health	Lebanon	
The Lakes Region Mental Health Center, Inc.	Laconia	
DBA Genesis Behavioral Health	Lacoura	
Riverbend Community Mental Health, Inc.	Concord	
Monadnock Family Services	Keene	
Community Council of Nashua, NH, DBA Greater Nashua	Reche	
Mental Health Center at Community Council	Nashua	
The Mental Health Center of Greater Manchester, Inc.	Manchester	
Seacoast Mental Health Center, Inc.	Portsmouth	
Behavioral Health & Development Svs of Strafford County,	Torishioum	
Inc., DBA Community Partners of Strafford County	Dover	
The Mental Health Center for Southern New Hampshire, DBA		
CLM Center for Life Management	Derry	

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-07)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.						
1.1 State Agency Name		1.2 State Agency Addr. ss		٦		
Department of Health and Hu Division for Behavioral Healt	man Services	129 Pleasant Street				
Division for Benavioral Healt	n	Concord, NH 03301-3857				
1.3 Contractor Name		1.4 Contractor Address		-		
The Mental Health Center of	Greater Manchester	401 Cypress Street				
		Manchester, NH 03103-362	28			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	-		
Number	05-95-92-922010-[4117, 4121,	_				
603-668-4111	2053]; 05-95-42-421010-2958; 05-95-42-423010-7926	June 30, 2019	\$3,394,980			
1.9 Contracting Officer for S	tate Agency	1.10 State Agency Telephor	nc Number	-		
Jonathan V. Gallo, Esq., Interi	im Director	603-271-9246		İ		
1.11 Contractor Signature	•	1.12 Name and Title of Co.	ntractor Signatory	1		
Malu	\sim	William Rider, President/Chief Executive Off				
1.13 Acknowledgement: Sta	te of NH , County of Hil	 lsborough				
On Tune 7,2017 hef	ore the undersigned officer, personall	a appared the sum identific	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			
proven to be the person whose	name is signed in block 1.11, and ac	y appeared the person identify knowledged that s/he executed	d this document in the connects:			
Indicated in block 1.(2.			a dis document in the capacity			
1.13.1 Signature of Notary Pr		JOANNE C. DUCL	OS Notes Builds	1		
[Seal]	red. Duch	My Commission Expire	s September 18, 2018			
1.13.2 Name and Title of Not	ary or Justice of the Peace	· ,,		-		
1.14 State Agency Signature		1.15 Name and Title of Star	te Agency Signatory			
2-4	S To Date: 49/17 epartment of Administration, Division	Katja S Fax	Director			
1.16 Approval by the N.H. De	epartment of Administration, Division	n of Personnel (if applicable)				
Ву:		Director, On:				
1.17 Approval by the Attorne	General (Form, 84bstance and Exe	cution) (if applicable)				
By: May		On: 6/13/20	リア			
1.18 Approval by the Governo	and Executive Council (if application	ble)				
By:		On:				

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

Page 2 of 4

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

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

Contractor Initials Date Date

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.

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- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicald Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction:
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401. in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income. Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1 Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2 Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1, Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1,2,3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
 - 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1, and/or 11.2.2, has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2. above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files:
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days:
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications:
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days:
 - 15.3.6.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor.
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission. requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

Contractor Initials

Exhibit A



17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

Contractor Initials

Exhibit A



19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.
- 21.3. Activities that may be funded:
 - 21,3,1, Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
 - 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
 - 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21,4,1, Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database:
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data: and

SS-2018-DBH-01-MENTA-07 Exhibit A Contractor Initials:

Date: 4717

Exhibit A

21.4.2.3. Contractor may request other payment schedule based on documented need.

22, NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS:
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services:
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information. screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

Exhibit A Contractor Initials

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Exhibit A



23. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. REFUGEE INTERPRETER SERVICES

24.1. General funds shall be used to provide language interpreter services for eligible uninsured, non-English speaking refugees receiving community mental health services through the mental health provider. This Contractor was chosen to receive these funds because it is located in one of the primary refugee resettlement areas in New Hampshire.

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Exhibit A

Contractor Initials:

Date: Lolalia

Exhibit A

25. CYPRESS CENTER

25.1. The Contractor shall operate an Inpatient Crisis Unit on Cypress Street in Manchester, NH to reduce the census at New Hampshire Hospital. The Contractor shall maintain an occupancy rate of eighty percent (80%) and shall admit one hundred and fifty (150) individuals annually on involuntary emergency admission status. If, at the end of the quarter, the Contractor has not met the standard for occupancy or involuntary emergency admissions, the Contractor shall submit a corrective action plan on a schedule that is mutually agreeable to the parties.

26. INSTITUTIONAL REVIEW BOARD

26.1. The Institutional Review Board (IRB) is a ten (10) member board that is responsible for reviewing all proposals that are submitted that involve research on individuals with mental illness. The IRB is also called "The Committee for the Protection of Human Subjects". Federal law requires that any time federal dollars are to be used for research on humans, the State must have an IRB. These funds pay for one (1) part-time administrator and one (1) part-time secretary. The IRB reviews approximately one hundred (100) research proposals per year. Most of these proposals deal with the use and effect of different drugs on people with mental illness.

27. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 27.1. DCYF funds shall be used by the Contractor to provide the following:
 - 27.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 27.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

28. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

28.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

Contractor Initials

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Exhibit A

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Date: Lalala

Exhibit B



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: Program Title:

U.S. Department of Health and Human Services Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,150

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Projects for Assistance in Transition from Homelessness (PATH) PL 101-645

FAIN:

SM016030-14

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:

Contractor Initials Date:

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Exhibit B

- 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Cypress Center	\$ 675,000	\$ 675,000
Institutional Review Board	\$ 63,000	\$ 63,000
Refugee Interpreter Services	\$ 14,000	\$ 14,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 3,540	\$ 3,540
Emergency Services	\$ 440,884	\$ 440,884
Assertive Community Treatment Team (ACT) - Adults	\$ 450,000	\$ 450,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$ 4,000	
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 40,121	\$ 40,121
Total	\$1,699,490	\$1,695,490

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.

Contractor initials: Date:

Exhibit B



The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for:

ACTIVITY	TOTAL COST	
Coaching for Implementation Team & agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
Amminum - Amminu		\$3,945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: Date: 14 7 17

Exhibit B, Appendix 1

	FISCAL PERIOD: 5FY BUDGET	Total Agency	Total Administration	Total Programs	Makstenance	Children & Adolescents	Older Adult Services	intake	Emergency Services/ Assessment	Briet/C
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Vocational Services 109	Case Management 110	Social Club/ Peer Supports 111	Non-Eligibles	Multi-Service Téarn 113	ACT Team 114	Respite / Crisis 118	Crisis Unit APRTP 118	Community Residence 122	Supportive Living 123	Independent Housing 124	Community Education 5 Training 130
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Exhibit B, Appendix 1

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SPECIAL PROVISIONS

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

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

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

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

16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - **6.4.** The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

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- **7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- **7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- **6.** Replace Subparagraphs 8.1, through 8.1.3, and add Subparagraphs 8.1.4, through 8.1.16, regarding "Event of Default, Remedies" with the following:
 - **8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees:
 - **8.1.4.** Failure to either justify or correct material findings noted in a DHHS financial review;
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - **8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a subcontract or assignment;
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section 11;
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;

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- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period:
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period:
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A. Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13, or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - 8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - 8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - 8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A. 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued. by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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Exhibit C-1 - Revisions to Standard Provisions

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- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

Exhibit C-1 – Revisions to Standard Provisions C



- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12, of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

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Exhibit C-1 - Revisions to Standard Provisions

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- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - **14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22,:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services:
 - 22.1.2. To make cash payments to intended recipients of health services:
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

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Exhibit C-1 - Revisions to Standard Provisions

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- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - 22.6.5. Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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Exhibit C-1 - Revisions to Standard Provisions

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REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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Exhibit C-1 - Revisions to Standard Provisions

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 1 of 2

Contractor Initials

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New Hampshire Department of Health and Human Services Exhibit D



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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

Place of Performance (street address, city, county, state, zip code) (list each location) 401 Cypress St, Manchester, NH 03103

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

Contractor Name: The Mental Health Center of Greater Manchester

<u>L</u> | 7 | 17 | Date

Name: William Rider

Title: President/Chief Executive Officer

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2

Contractor Initials

Date 671

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New Hampshire Department of Health and Human Services 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

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 subcontractor), 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-L)
- 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

> Contractor Name: The Mental Health Center of Greater Manchester

Name: William Rider

Title: President/Chief Executive Officer

Exhibit E - Certification Regarding Lobbying

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New Hampshire Department of Health and Human Services 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

- 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 with 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
- The prospective primary participant agrees by submitting this proposal (contract) that, should the
 proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered
 transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded
 from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

 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

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

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New Hampshire Department of Health and Human Services Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: The Mental Health Center of Greater Manchester

Name: William Rider

Title: President/Chief Executive Officer

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Contractor Initials _

Date 4

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New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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

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New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name: The Mental Health Center of Greater Manchester

Title: President/Chief Executive Officer

Exhibit G

Certification of Compliance with requirements pertaining to Foderal Nondiscrimination, Equal Treatment of Faith-Based Organizations Contractor Initials

5/27/14 Rev 10/21/14 and Whistleblower protections Page 2 of 2

New Hampshire Department of Health and Human Services 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

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

Contractor Name: The Mental Health Center of Greater

Manchester

Title: President/Chief Executive Officer

Exhibit H -- Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Contractor Initial

CU/DHH5/110713



Exhibit!

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) <u>Definitions</u>.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- b. <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> 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. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "<u>HIPAA</u>" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by 3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 1 of 6

Contractor Initials

Date 10 7117

Exhibit I

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards
- 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 Act.

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

- Business Associate shall not use, disclose, maintain or transmit Protected Health a. Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- Business Associate may use or disclose PHI: b. I.
 - For the proper management and administration of the Business Associate; H.
 - As required by law, pursuant to the terms set forth in paragraph d. below; or
 - For data aggregation purposes for the health care operations of Covered 111
- To the extent Business Associate is permitted under the Agreement to disclose PHI to a C. third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- The Business Associate shall not, unless such disclosure is reasonably necessary to d. 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

3/2014

Exhibit (Health Insurance Portability Act **Business Associate Agreement** Page 2 of 6



Exhibit I

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

- If the Covered Entity notifies the Business Associate that Covered Entity has agreed to e. be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- Obligations and Activities of Business Associate. (3)
- The Business Associate shall notify the Covered Entity's Privacy Officer immediately a. after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- The Business Associate shall immediately perform a risk assessment when it becomes b. aware of any of the above situations. The risk assessment shall include, but not be
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the
 - Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been

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

- The Business Associate shall comply with all sections of the Privacy, Security, and C.
- Business Associate shall make available all of its internal policies and procedures, books d. 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
- Business Associate shall require all of its business associates that receive, use or have e. access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI 3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 3 of 6



Exhibit 1

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- Within ten (10) business days of receiving a written request from Covered Entity, g. 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.
- Within ten (10) business days of receiving a written request from Covered Entity for an h. amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section
- į. 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
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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

3/2014

Exhibit (Health Insurance Portability Act Business Associate Agreement Page 4 of 6



Exhibit (

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**

- Covered Entity shall notify Business Associate of any changes or limitation(s) in its a. 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.
- Covered Entity shall promptly notify Business Associate of any changes in, or revocation b. 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.
- Covered entity shall promptly notify Business Associate of any restrictions on the use or C. 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

(5) Termination for Cause

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

(6) Miscellaneous

TERRETOR CONTROL FOR CONTROL C

- <u>Definitions</u> and <u>Regulatory References</u>. All terms used, but not otherwise defined herein, a. shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- Amendment. Covered Entity and Business Associate agree to take such action as is b. 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.
- <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights C. with respect to the PHI provided by or created on behalf of Covered Entity.
- Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved d. to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule. 3/2014

Exhibit (Health Insurance Portability Act **Business Associate Agreement** Page 5 of 6

New Hampshire Department of Health and Human Services

Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	
The State	The Mental Health Center of Greater Manchester Name of the Contractor
2000	1001.
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	William Rider
Name of Authorized Representative	Name of Authorized Representative
Director	President/Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6917	1017117
Date	Date

3/2014

Exhibit i Health Insurance Portability Act Business Associate Agreement Page 6 of 6

Contractor Initials

Date 6 7 17



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

> Contractor Name: The Mental Health Center of Greater Manchester

Title: President/Chief Executive Officer

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

Contractor Initials

CU/DHHS/110713

New Hampshire Department of Health and Human Services Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions. I certify that the re-

b	elow listed questions are true and accurate.	
1.	The DUNS number for your entity is: _073978280	
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?	
	If the answer to #2 above is NO, stop here	
	If the answer to #2 above is YES, please answer the following:	
 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 Secu Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code 1986? 		
	NOYES	
	If the answer to #3 above is YES, stop here	
If the answer to #3 above is NO, please answer the following:		
	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:	

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

CU/DHH5/110713



State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 1145 Sagamore Avenue, Portsmouth NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$3.668.718.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

5/33/19

Name: Katja Fox Title: Director

5/21/2019 Date Seacoast Mental Health Center, Inc.

Name: Monica F. Kiesev

Acknowledgement of Contractor's signature:

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

LORRAINE MANSFIELD

My Commission Expires:

Justice of the Peace - New Hampshire
My Commission Expires February 6, 2024



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

SACOGIOTI.	OFFICE OF THE ATTORNEY GENERAL
	Name Nony J. Smith Title: Sr. 1301. Atty General
I hereby certify that the foregoing Amend the State of New Hampshire at the Meet	dment was approved by the Governor and Executive Council of ting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name:



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 8. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite

Contractor Initials: MZN Date: 5 21/19



Exhibit A Amendment #1

Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.
- 3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)

Contractor Initials: MFK Date: 5/21/19



Exhibit A Amendment #1

- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 4.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 4.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

5. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 5.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

6. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 6.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 6.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 6.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.

Contractor Initials: MFH 19



Exhibit A Amendment #1

- 6.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 6.1.3.1. Medication-related services,
 - 6.1.3.2. Case management services
 - 6.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 6.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 6.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 6.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 6.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

7. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 7.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 7.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 7.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including

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competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.

- 7.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 7.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 7.1.3.2. Implement the solutions within forty-five (45) days.
- 7.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 7.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 7.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 7.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 7.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 7.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 7.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual

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has relocated out of the Contractor's designated community mental health region

7.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

8. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 8.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 8.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 8.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 8.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 8.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 8.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 8.3.2.2. Implement such solutions within 45 days.
 - 8.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements

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- as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 9.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 9.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 9.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 9.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

10. COORDINATED CARE AND INTEGRATED TREATMENT

10.1. PRIMARY CARE

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- 10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 10.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 10.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.
- 10.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE
 - 10.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 10.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 10.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
 - 10.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 10.2.2.1. Assertive engagement.
 - 10.2.2.2. Motivational interviewing,
 - 10.2.2.3. Medications for substance use disorders.
 - 10.2.2.4. Cognitive-behavioral therapy for substance use disorder.
 - 10.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

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10.3. AREA AGENCIES

- 10.3.1. The Contractor shall—use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 10.3.1.1. Services for those dually eligible for both organizations.
 - 10.3.1.2. Transition plans for youth leaving children's services.
 - 10.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 10.3.1.4. A process for assessing individuals leaving NHH.
 - 10.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 10.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

10.4. PEER SUPPORTS

- 10.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 10.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 10.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 10.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

10.5. TRANSITION OF CARE WITH MCO's

10.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.

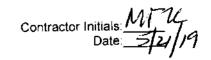




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- 10.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 10.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

11. CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 11.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 11.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 11.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 11.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 11.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 11.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 11.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
 - 11.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
 - 11.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
 - 11.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.

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11.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 12.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 12.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

13. APPLICATION FOR OTHER SERVICES

13.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

14. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

14.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

15. QUALITY IMPROVEMENT

- 15.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 15.2. In order to measure individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 15.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 15.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 15.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.
- 15.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

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16. MAINTENANCE OF FISCAL INTEGRITY

- 16.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 16.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 16.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 16.3.1. Days of Cash on Hand:
 - 16.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 16.3.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 16.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

16.3.2. Current Ratio:

- 16.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 16.3.2.2. Formula: Total current assets divided by total current liabilities.
- 16.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.3.3. Debt Service Coverage Ratio:

- 16.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 16.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 16.3.3.3. <u>Formula:</u> Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 16.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 16.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

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- 16.3.4. Net Assets to Total Assets:
 - 16.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 16.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
 - 16.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
 - 16.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
 - 16.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 16.4. In the event that the Contractor does not meet either:
 - 16.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 16.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 16.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 16.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.
 - 16.4.2.3. The Department may request additional information to assure continued access to services.
 - 16.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 16.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.

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16.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

17. REDUCTION OR SUSPENSION OF FUNDING

- 17.1. In the event that the State funds designated as the Price Limitation in Block 1.8, of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 17.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - 17.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - 17.2.2. Emergency services to all individuals;
 - 17.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
 - 17.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

18. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 18.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 18.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 18.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

19. DATA REPORTING

- 19.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 19.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.

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- 19.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 19.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 19.5. General requirements for the Phoenix system are as follows:
 - 19.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 19.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - 19.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
 - 19.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - 19.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
 - 19.5.5.1. All data is formatted in accordance with the file specifications;
 - 19.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 19.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
 - 19.5.6. The Contractor shall meet the following standards:
 - 19.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 19.5.6.2. <u>Completeness</u>: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
 - 19.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.

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19.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

20. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 20.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 20.2. Activities that may be funded:
 - 20.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 20.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 20.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 20.2.1.3. Software and/or training purchased to improve data collection.
 - 20.2.1.4. Staff training for collecting new data elements.
 - 20.2.1.5. Developing any other BMHS-requested data reporting system.
- 20.3. Other conditions for payment:
 - 20.3.1. Progress Reports from the Contractor shall:
 - 20.3.1.1. Outline activities related to Phoenix database;
 - 20.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 20.3.1.3. Include progress to meet anticipated deadlines as specified.

21. PATH SERVICES

- 21.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder, which shall include, but are not limited to:
 - 21.1.1. Outreach.
 - 21.1.2. Screening and diagnostic treatment.
 - 21.1.3. Staff training
 - 21.1.4. Case management.
- 21.2. PATH case management services shall include; but are not limited to:

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- 21.2.1. Providing assistance to eligible homeless individuals in obtaining and coordinating services, including referrals for primary health care.
- 21.2.2. Providing assistance for eligible individuals in obtaining income support services, including, but not limited to:
 - 21.2.2.1. Housing assistance.
 - 21.2.2.2. Food stamps.
- 21.2.3. Supplementary security income benefits.
- 21.3. The Contractor shall acknowledge that provision of PATH outreach services may require a lengthy engagement process and that eligible individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities.
- 21.4. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 21.5. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services, and shall provide housing supports as determined by the Department.
- 21.6. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 21.7. The Contractor shall 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 New Hampshire Homeless Management Information System 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.
- 21.8. Failure to submit the above reports or enter data into HMIS in a timely manner could result in delay or withholding of reimbursements until such reports are received or data entries are confirmed by the Department.
- 21.9. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals.
- 21.10. The Contractor shall ensure that each PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 21.11. As part of the PATH outreach process, the designated PATH worker shall assess each individual for immediacy of needs, and continue to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

Contractor Initials: MTM_Date: 5 21/19



Exhibit A Amendment #1

- 21.12. The Department reserves the option to observe PATH performance, activities and documents under this Agreement; however, these activities may not unreasonably interfere with contractor performance
- 21.13. The Contractor shall inform BHHS of any staffing changes.
- 21.14. The Contractor shall retain all records 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 there from are resolved, whichever is later.
- 21.15. The Department reserves the right to make changes to the contract service that do not affect its scope, duration, or financial limitations upon agreement between the Contractor and the Department.

22. REFERRAL, EDUCATION, ASSESSMENT, PREVENTION (REAP) PROGRAM AND ENHANCED REAP

- 22.1. The Contractor agrees to provide a statewide community-based education and brief intervention-counseling program specific for persons age sixty (60) and older, their families or other informal caregivers according to the protocols and policies approved by DHHS. The priority of the program shall be the prevention or alleviation of substance misuse, i.e. alcohol, medications, or other drugs, and secondarily shall address depression or emotional stress, isolation, interpersonal relationships, grief and loss, and other life changes and issues that can affect an individual's ability to live independently, such as home safety and injury prevention.
- 22.2. REAP components include:
 - 22.2.1. Counseling Sessions: to older adults over the age of sixty (60) and their caregivers, conducted in clients' homes or community settings. Screenings and brief interventions are completed by using evidence-based instruments. Sessions are free of charge and range from three (3) to five (5) sessions per client.
 - 22.2.2. <u>Technical Assistance</u>: offered to area professionals, which includes senior housing managers and service coordinators, for assistance and guidance in dealing with specific elderly issues.
 - 22.2.3. <u>Community Intervention/Mediation</u>: conducted when conflict arises at local elder housing complexes, to de-escalate the situation and find the source of the problem and facilitate resolution.
 - 22.2.4. <u>Trainings</u>: Annual meeting with all REAP counselors and housing specialist to provided training on evidenced based practices, tools and approaches.
- 22.3. Enhanced REAP: the program is comprised of the existing REAP substance misuse services as well as additional depression treatment services via an Evidenced Based Practice (EBP) known as Behavioral Activation (BA) and increased symptom monitoring.
 - 22.3.1. Eligible participants will be screened for depressive symptoms, and substance misuse (including medication misuse). Based on screening results, participants will be either offered REAP or Enhanced REAP.

Contractor Initials: M14 Date: 512419



Exhibit A Amendment #1

- 22.3.2. The Patient Health Questionnaire-9 (PHQ-9) will be used to screen for depression. A reduced score will evidence the reduction of depressive symptoms.
- 22.3.3. Participants who screen below the clinical threshold will be offered traditional REAP and participants who screen above the clinical threshold will be offered Enhanced REAP.
- 22.3.4. Participants who screen positive for substance misuse will receive Motivational Interviewing (MI) and BA. Participants who screen positive for depression or co-occurring substance misuse and depression, Enhanced REAP, BA and MI treatments will be integrated.

22.4. Other Requirements:

- 22.4.1. Administrative oversight for all REAP services and technical assistance shall be Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium (http://nhpreventcert.org).
- 22.4.2. The Contractor shall conduct evaluations and provide results to the DHHS annually on the effectiveness of REAP services. Evaluations shall include:
 - 22.4.2.1. <u>Short Term Outcomes</u>: Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances:
 - 22.4.2.2. <u>Intermediate Outcomes</u>: Increase perception of harm and awareness; and
 - 22.4.2.3. <u>Long-term Outcomes</u>: Reduce thirty (30) day use of alcohol, binge or heavy drinking, and related consequences of substance use (e.g. alcohol use and prescribed medications). Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.
- 22.4.3. Provide quarterly reports in meeting the Block Grant National Outcomes Data. See Exhibit A, Appendix 2.
- 22.4.4. Notify DHHS when not in compliance with grant and shall provide a corrective action plan.
- 22.4.5. Collaboration with Public Health Networks in providing education about substance misuse among older adults and the dangers, share data across disciplines, and provide outreach of services. Public Health Networks, see Exhibit A, Appendix 1.

22.5. Quality Assurance:

22.5.1. A Quarterly Program Service Report shall be submitted by the fifteenth (15^{th)} of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by DHHS.

Contractor Initials: MT4



Exhibit A Amendment #1

22.5.2. Contractor shall obtain client feedback as to the quality of services provided and report the outcome to DHHS in the Quarterly Program Service Report due thirty (30) days after the end of the second (2nd) quarter.

23. HOUSING SUPPORT SERVICES

- 23.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 23.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

Contractor Initials: MFN Date: 51/19

Exhibit B Amendment #1



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,778

Federal Agency:

US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

CFDA: #93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH)

FAIN:

CFDA: #93.959

Federal Agency: U.S. Department of Health and Human Services

Program Title: Substance Abuse Prevention and Treatment (SAPT) Block Grant

FAIN: TI010035

CFDA: #93.043

Federal Agency: U.S. Department of Health and Human Services

Program Title: Title IIID: Preventative Health Money from the Administration for Community Living

FAIN: 1901NHOAPH-00

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Seacoast Mental Health Center, Inc. SS-2018-DBH-01-MENTA-08 Page 1 of 5

Exhibit B Amendment #1

Contractor Initials

Exhibit B Amendment #1



- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. <u>Medicaid Care Management</u>: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. <u>Medicaid Fee for Service</u>: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 19 Amount	SFY20 Amount	SFY21 Amount
Div. for Children Youth and Families (DCYF) Consultation (BCBH)	\$1,770	\$ 1,770	\$ 1,770
Emergency Services	\$377,820	\$377,820	\$377,820
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$ 225,000	\$ 225,000
ACT Enhancement Payment – Adults	\$25,000		-
Behavioral Health Services Information System (BHSIS)	\$5,000	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) (BCBH)	\$0	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW) (BCBH)	\$3,945	\$ 6,000	\$ 6,000
PATH Provider (BHS Funding)	\$25,000	\$38,234	\$38,234

Seacoast Mental Health Center, Inc.

SS-2018-DBH-01-MENTA-08

Page 2 of 5

Exhibit B Amendment #1

Contractor Initials: MP/C
Date: 5246

Exhibit B Amendment #1

Housing Bridge Start Up Funding	\$25,000	·	
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
REAP Funding	\$245,000	\$245,000	\$245,000
Total	\$973,535	\$903,824	\$903,824

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults</u>): The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL COST \$225,00 0	
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month		
ACT Enhancements	Agencies may choose one of the follow for a total of 5 (five) one time payments	ring of \$25,000	

Seacoast Mental Health Center, Inc. SS-2018-DBH-01-MENTA-08 Page 3 of 5

Contractor Initials: MTM Date: 5 LM



Exhibit B Amendment #1

\$5000.00. Each item may only be
reported on one time for payment.
Agency employs a minimum of .5
Psychiatrists on Team based on
SFY 19 or 20 Fidelity Review.
Agency receives a 4 or higher
score on their SFY 19 or 20
Fidelity Review for Consumer on
Team, Nurse on Team, SAS on
Team, SE on Team, or
 Responsibility for crisis services.

- 9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.
- 9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST
2020	\$2,500	\$250/Person X 10 People = \$2,500	\$5,000
2021	\$2,500	\$250/Person X 10 People = \$2,500	\$5,000

- 9.9. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.10. PATH Funding: Subject to change based on performance standards, HMIS compliance, SAMHSA requirements, and PATH grant requirements as outlined in Exhibit A, PATH Services.
- 9.11. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving supported housing services in catchment area as defined in Exhibit A	One time payment	\$10,000

9.12. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.

Seacoast Mental Health Center, Inc. SS-2018-DBH-01-MENTA-08 Page 4 of 5

Exhibit B Amendment #1

Contractor Initials: MP

Exhibit B Amendment #1

- 9.13. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.
- 9.14. REAP Funding: Funding to support services, training, and support as outlined in Exhibit A.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: MP14
Date: 521

State of New Hampshire **Department of State**

CERTIFICATE

I, William M. Garener, Secretary of State of the State of New Hampshire, do hereby certify that SLACOAS I MI NTAI HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID 65254

Certificate Number 0004502393



IN TESTIMONY WHEREOF.

Thereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 17th day of April A.D. 2019

William M. Gardner

Secretary of State

State of New Hampshire **Department of State**

CERTIFICATE

I. William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAS I MENTAL HEALTH CENTER RESOURCE GROUP, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 25, 1985, I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned

Business ID: 66834

Certificate Number 0004502389



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshite. this 17th day of April A D 2019

William M. Gurdner

Secretary of State

CERTIFICATE OF VOTE

I, Poul Sorli (Name of the elected Officer of the Agency, cannot be contract signatory)
1. I am a duly elected Officer of Sea coast Mental Health Center cluc. (Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on Maral 2019
RESOLVED: That the President Board of Directors (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the day of, 20 9. (Date Contract Sighed)
4. Monica Kieser is the duly elected President Board of Directors (Name of Contract Signatory) (Title of Contract Signatory)
of the Agency. (Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE
County of Rockingham
The forgoing instrument was acknowledged before me this
(Name of Elected Officer of the Agency)
Notary Public Justice of the Peace)
LORRAINE MANSFIELD Justice of the Peace - New Hampshire Commission Expires: My Commission Expires February 6, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2019

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 have ADDITIONAL INSURED provisions or 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).

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PORSMOUTH NH 03801-5503									

SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

Scacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

Seacoast Mental Health Center Resource Group, Inc.

FINANCIAL STATEMENTS

June 30, 2018

Seacoast Mental Health Center Resource Group, Inc. TABLE OF CONTENTS June 30, 2018

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FINANCIAL STATEMENTS	
Statements of Financial Position	1
Statements of Operations & Changes in Net Assets	2
Statements of Cash Flows	3
Notes to Financial Statements	4



Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Seacoast Mental Health Center Resource Group, Inc. Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center Resource Group, Inc. (a nonprofit organization) which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statement of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors of Seacoast Mental Health Center Resource Group, Inc. Page 2

Kittell, Branagan + Sargert

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center Resource Group, Inc. as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

St. Albans, Vermont August 1, 2018

Seacoast Mental Health Center Resource Group, Inc. STATEMENTS OF FINANCIAL POSITION June 30,

ASSETS

	<u>2018</u>	<u>2017</u>
CURRENT ASSETS		
Cash	\$ 1,433,548	\$ 881,627
Prepaid expenses	3,903	
		204 207
TOTAL CURRENT LIABILITIES	<u>1,437,451</u>	881,627
PROPERTY AND EQUIPMENT	000 404	220 424
Land	239,434	239,434
Buildings and improvements	3,254,182	3,292,553
Computer system	311,135	274,244
Furniture	81,628	81,628
Phone system	242,359	242,359
Vehicles	41,575	41,575
	4,170,313	4,171,793
Accumulated depreciation	<u>(3,152,475</u>)	(3,050,686)
TOTAL PROPERTY AND EQUIPMENT	1,017,838	<u>1,121,107</u>
TOTAL ASSETS	\$ 2,455,289	<u>\$ 2,002,734</u>
AND MET ACCETO		
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		•
Due to related party	\$ 4,885	\$ -
	2,450,404	2,002,734
NET ASSETS	2,700,707	<u> </u>
TOTAL LIABILITIES AND NET ASSETS	\$ 2,455,289	\$ 2,002,734
TOTAL EIGDIETTEO AND THE TROOP TO		· · · · · · · · · · · · · · · · · · ·

Seacoast Mental Health Center Resource Group, Inc. STATEMENTS OF OPERATIONS & CHANGES IN NET ASSETS For the Years Ended June 30,

		<u> 2018</u>		<u>2017</u>
REVENUE				
Rental revenue	<u>\$</u>	585,608	<u>\$</u>	585,608
EXPENSES				
Depreciation		158,898		169,684
Management Fees		84,000		72,000
Miscellaneous		35,688		35,891
Professional Fees		5,000		5,150
Repairs and maintenance		2,077		4,638
TOTAL EXPENSES		285,663		287,363
OTHER INCOME/(EXPENSES)				
Interest income		3,458		3,846
Interest expense		-		(15,144)
Gain (Loss) on sale of property and equipment		144,267	_	(887)
TOTAL OTHER INCOME/(EXPENSES)		147,725		(12,185)
INCREASE IN NET ASSETS		447,670		286,060
NET ASSETS, beginning of year		2,002,734	_	<u>1,716,674</u>
NET ASSETS, end of year	\$	2,450,404	\$	2,002,734

Seacoast Mental Health Center Resource Group, Inc. STATEMENTS OF CASH FLOWS For the Years Ended June 30,

		<u>2018</u>		<u>2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES			_	
Increase in net assets	\$	447,670	\$	286,060
Adjustments to deficiency of revenue over expenses				
to net cash provided by operating activities:				
Depreciation		158,898		169,684
(Gain) Loss on disposal of assets		(144,267)		887
(Increase) decrease in:				
Prepaid expenses		(3,903)		-
(Decrease) increase in:				(554)
Accrued interest				(506)
Due to related party		4,885		-
NET CASH PROVIDED BY OPERATING ACTIVITIES		463,283	_	<u>456,125</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Proceeds from sale of assets		208,621		_
Purchase of property and equipment	_	(119,983)	_	(163,675)
NET CASH PROVIDED BY INVESTING ACTIVITIES	_	88,638	_	(163,675)
CASH FLOWS FROM FINANCING ACTIVITIES				
Principal payments on long-term debt	_			<u>(430,965</u>)
NET INCREASE (DECREASE) IN CASH		551,921		(138,515)
CASH AT BEGINNING OF YEAR	_	881,627		1,020,142
CASH AT END OF YEAR	\$	1,433,548	<u>\$</u>	881,627
SUPPLEMENTAL DISCLOSURES				
Interest paid	<u>\$</u>		<u>\$</u>	15,650

Seacoast Mental Health Center Resource Group, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center Resource Group, Inc. (Resource Group) was incorporated on November 11, 1985. Resource Group's purpose is to support and benefit the Seacoast Mental Health Center, Inc. (the Center). Resource Group raises and contributes funds to the Center as well as managing property and equipment for lease to the Center. Seacoast Mental Health Center Resource Group owns and rents property in the Seacoast area of the State of New Hampshire.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Property and Equipment

Property and equipment are recorded on the balance sheet at their historical cost. Property and equipment on the balance sheet represents items, which are leased to the Center. Depreciation is computed using the straight-line method over the following estimated useful lives:

•	<u>Years</u>
Buildings and improvements	7-31.5
Vehicles	5
Equipment	5

Income Tax Status

Resource Group has received a letter of determination from the Internal Revenue Service advising it that it qualifies as a not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code, and, therefore, is not subject to income tax. In addition, the organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation under section 509(a)(3).

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates

Seacoast Mental Health Center Resource Group, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2018

NOTE 2 RELATED PARTY TRANSACTIONS

During the years ended June 30, 2018 and 2017 the Resource Group paid \$84,000 and \$72,000, respectively, in management fees for administrative services to Seacoast Mental Health Center, Inc.

The Resource Group maintains a line of credit issued to the Center with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2018 the interest rate was 6%. There were no outstanding balances on this line as of June 30, 2018 and 2017. During the years ended June 30, 2018 and 2017 \$-0- was collected in interest related to this line of credit.

Operating Leases

The Resource Group leases property and equipment to the Center. Rent received from affiliates for the years ended June 30, 2018 and 2017 was \$585,608. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$697,712. The annual rates of rents are revisited on an annual basis.

NOTE 3 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Resource Group has evaluated subsequent events through August 1, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2018

Seacoast Mental Health Center, Inc. TABLE OF CONTENTS June 30, 2018

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Seacoast Mental Health Center, Inc. Portsmouth, New Hampshire

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2018, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

To the Board of Directors of Seacoast Mental Health Center, Inc. Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Kittell, Branagan + Sangart

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 10 through 13 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

St. Albans, Vermont August 10, 2018

Seacoast Mental Health Center, Inc. STATEMENT OF FINANCIAL POSITION June 30, 2018

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	\$ 3,180,745
Accounts receivable (net of \$430,000 allowance)	701,451
Due from related party	4,885
Prepaid expenses	219,832
TOTAL CURRENT ASSETS	4,106,913
PROPERTY AND EQUIPMENT - NET	28,515
TOTAL ASSETS	\$ 4,135,428
<u>LIABILITIES AND NET ASSETS</u>	
CURRENT LIABILITIES	
Accounts payable	\$ 94,288
Deferred income	39,076
Accrued vacation	175,128
Accrued expenses	197,691
TOTAL CURRENT LIABILITIES	506,183
NET ASSETS	
Unrestricted Net Assets	3,629,245
TOTAL LIABILITIES AND NET ASSETS	\$ 4,135,428

Seacoast Mental Health Center, Inc. STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS For the Year Ended June 30, 2018

PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	\$ 136,500
State of New Hampshire - BMHS	750,764
Other public support	660,173
Total Public Support	1,547,437
Revenues -	
Program service fees	11,688,764
Rental income	93,047
Interest Income	14,083
Other revenue	271,927
Total Revenues	12,067,821
TOTAL PUBLIC SUPPORT AND REVENUES	13,615,258
OPERATING EXPENSES	
BBH funded program services -	
Children services	3,897,671
Emergency services	996,603
Vocational services	225,487
Adult services	5,214,825
Act Team	1,214,899
Substance Use Disorder	470,045
Fairweather Lodge	649,878
Springbrook	32,236
REAP	321,096
Non-DMH funded program services	35,647
TOTAL EXPENSES	13,058,387
INCREASE IN NET ASSETS	556,871
NET ASSETS, beginning	3,072,374
NET ASSETS, ending	\$ 3,629,245

Seacoast Mental Health Center, Inc. STATEMENT OF CASH FLOWS For the Year Ended June 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	\$ 556,871
Adjustments to reconcile to net cash	
provided by operations:	
Depreciation	20,281
(Increase) decrease in:	
Restricted cash	244,054
Accounts receivable - trade	9,656
Prepaid expenses	(1,882)
Due from related party	(4,885)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(124,930)
Deferred income	(10,654)
NET CASH PROVIDED BY OPERATING ACTIVITIES	688,511
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(10,541)
NET INCREASE IN CASH	677,970
CASH AT BEGINNING OF YEAR	2,502,775
CASH AT END OF YEAR	\$ 3,180,745

Seacoast Mental Health Center, Inc. NOTES TO FINANCIAL STATEMENTS June 30, 2018

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2015, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles require management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related Organizations

The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation

The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants

The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits

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

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Revenue

Revenue from federal, state and other sources is recognized in the period earned.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable

Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

Policy for Evaluating Collectability of Accounts Receivable

In evaluating the collectability of accounts receivable, the Center analyzes past results and identifies trends for each major payor source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payor source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payors experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

Based on management's assessment, the Center provides for estimated uncollectible amounts through a charge to earnings and a credit to a valuation allowance. Balances that remain outstanding after the Center has used reasonable collection efforts are written off through a change to the valuation allowance and a credit to accounts receivable.

The Center increased its estimate in the allowance for doubtful accounts to \$430,000 as of June 30, 2018 from \$400,000 as of June 30, 2017. This was a result of Medicaid patient accounts receivable increasing to \$377,006 as of June 30, 2018 from \$158,448 as of June 30, 2017 and Other Insurance accounts receivable decreasing to \$331,215 as of June 30, 2018 from \$340,129 as of June 30, 2017.

Client Service Revenue

The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2018 totaled \$11,688,764, of which \$11,173,271 was revenue from third-party payors and \$515,493 was revenue from self-pay clients.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 79% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2018. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonable possible that recorded estimates could change materially in the near term.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE		
Due from clients	\$	222,333
Insurance companies		377,070
Medicaid receivable		377,006
Medicare receivable		144,075
		1,120,484
Allowance for doubtful accounts		(430,000)
		690,484
ACCOUNTS RECEIVABLE - OTHER		
BMHS	\$	1,092
Families First		4,500
Lamprey Healthcare		750
SAU 16		4,625
		10,967
TOTAL ACCOUNTS RECEIVABLE	<u>\$</u>	701,451

NOTE 4 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

	Computer equipment	\$ 338,694
	Furniture, fixtures and equipment	 543,153
		 881,847
	Accumulated Depreciation	 (853,332)
	Net Book Value	\$ 28,515
NOTE 5	DEFERRED INCOME	
	Caring Community	\$ 197
	Endowment for Health	8,639
	Exeter Hopsital	5,000
	Fuller Foundation	1,620
	Motivational Interviewing	2,094
	NH Charitable Foundation	8,873
	NNE PTN	9,858
	Womens Fund of NH	 2,795
	TOTAL	\$ 39,076

NOTE 6 LINE OF CREDIT

As of June 30, 2018, the Center had available a line of credit from a bank with an upper limit of \$500,000. At that date, \$-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. This line of credit expires on February 12, 2019.

NOTE 7 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2018, the Center collected \$84,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of \$500,000. Interest is charged at prime plus 1%. As of June 30, 2018 \$-0- had been borrowed against the line of credit and the interest rate was 6%. During the year ended June 30, 2018 \$-0- was paid to the Resource Group in interest related to this line of credit.

As of June 30, 2018, \$4,885 was due to the Center from the Resource Group.

NOTE 7 RELATED PARTY TRANSACTIONS (continued)

Operating Leases

During the year ended June 30, 2018, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was \$489,156 and \$96,452, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately \$697,712. The annual rates of rents are revisited on an annual basis.

NOTE 8 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2018, contributions of \$141,849 were made by the Center to the plan.

NOTE 9 COMMITMENTS AND CONTINGENCIES

The Center has entered into a subscription agreement with a software vendor and is obligated to pay \$7,050 per month through December 31, 2022 in exchange for software subscription services.

NOTE 10 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2018 consist of the following:

	Balance Balance	_
Insured by FDIC* Uninsured	\$ 3,180,745 \$ 3,319,677 - 30,000	_
	<u>\$ 3,180,745</u> <u>\$ 3,349,677</u>	

Dook

Donk

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

* The Center has entered into an Insurance Cash Sweep Deposit Placement Agreement which places funds into deposit accounts at receiving depository institutions from the Center's transaction account with Destination Institutions. Each Destination Institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to the current maximum deposit insurance amount of \$250,000. Included in cash insured by FDIC as of June 30, 2018 is \$3,069,677 deposited at Destination Institutions through the Insured Cash Sweep service.

NOTE 10 CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2018 is as follows:

Due from clients	20 %
Insurance companies	34
Medicaid	33
Medicare	13
	100 %

NOTE 11 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through August 10, 2018, which is the date these basic financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2018, have been incorporated into these basic financial statements herein.



Seacoast Mental Health Center, Inc. ANALYSIS OF ACCOUNTS RECEIVABLE For the Year Ended June 30, 2018

	R- B	Accounts eceivable leginning of Year	Gross Fees	Α	Contractual Allowances and Other Discounts Given	Cash Receipts		Accounts ecceivable End of Year
CLIENT FEES	\$	191,718	\$ 1,254,611	\$	(739,118)	\$ (484,878)	\$	222,333
BLUE CROSS / BLUE SHIELD		77,588	602,128		(218,889)	(414,972)		45,855
MEDICAID		158,448	10,871,548		(1,651,232)	(9,001,758)		377,006
MEDICARE		149,427	1,410,050		(742,727)	(672,675)		144,075
OTHER INSURANCE		340,129	1,560,304		(657,911)	(911,307)		331,215
ALLOWANCE FOR UNCOLLECTIBLES		(400,000)			(30,000)		_	(430,000)
TOTAL	<u>\$</u>	517,310	\$ 15,698,641	<u>\$</u>	(4,039,877)	\$ (11,485,590)	\$	690,484

Seacoast Mental Health Center, Inc. ANALYSIS OF BMHS REVENUES AND RECEIVABLES For the Year Ended June 30, 2018

	Receivable From BMHS Beginning of Year	BMHS Revenues Per Audited Financial Statements	Receipts for Year	Receivable From BMHS End of Year
CONTRACT YEAR, June 30, 2018	<u>\$</u>	\$ 750,764	<u>\$ (750,764)</u>	<u>\$</u> -
Analysis of Receipts:				
Date of Receipt		Amount		
09/25/17		\$ 73,666		
10/17/17		74,923		
11/09/17		77,585		
12/18/17		81,084		
01/19/18		77,420		
02/08/18		68,485		
03/21/18		82,146		
04/23/18		81,089		
05/17/18		81,519		
06/12/18		74,257		
06/22/18		73,626		
06/28/18		38,872		
Less: Federal Monies		(133,908)		

750,764

Seacoast Mental Health Center, Inc. STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES For the Year Ended June 30, 2018

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Vocational Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	Springbrook	REAP	Other Non/BBH
Program Service Fees:		5 -	s 515,493	\$ 196,313	\$ 9,259	s (65)	s 266,165	s 17,125	\$ 25,080	\$ 1, 5 16	\$ -	\$ -	\$ -
Net Client Fee	\$ 515,493	.	•	125,381	15,088	(00)	201,933	394	40,443	_		-	-
Blue Cross/Blue Shield	383,239	•	383,239		45,395	45,701	4,380,622	561,297	170,259	96,232	-	-	-
Medicaid	9,220,316	-	9,220,316	3,920,810	7,191	(200)	588,281	43,870	34,001	-	-	-	
Medicare	667,323	•	667,323	(5,820)	56,052	55	445,760	10,832	89,636			-	-
Other Insurance	902,393	•	902,393	300,058	30,032	33	440,100	10,002					
Public Support - Other:								2 (22		_	_		_
United Way	8,036	-	8,036	•	-	•	4,900	3,136	-		_	_	
Local/County Government	70,322	-	70,322	-	-		70,322		•	425		_	36,377
Denations/Contributions	64,374	25,947	38,427	-	1,100	100		425	10,413	423		75,575	33,398
Other Public Support	516,906	3,942	512,964	27,755	185,000	•	181,123	(300)	10,413	-	_	70,000	
DPHS (DADAPR)	70,000	-	70,000	-	-	-	-	-	-	-	_	10,000	
DCYF	535	-	535	5 35	-	-	•	-	•	•			
Federal Funding:												_	-
Block Grants	1,500	-	1,500	•	-	•	1,500	-	•	-	•	35,000	
Other Federal Grants	40,000	-	40,000	2,500	-	-	2,500		•	-	•	00,000	_
PATH	25,000	•	25,000	-	•	•	-	25,000	•	-	-		
BMHS												140,000	_
Community Mental Health	750,764	-	750,764	7,944	377,820	-	-	225,000	-	-	•	140,000	
Rental Income	93,047	23,616	69,431		-	-	-			60,119			-
Other Revenues	271,927	89,924	182,003	70,747	427	1	102,611	4	4,677	3,536		•	-
Interest Income	14,083	14,083				<u>-</u>	-		<u> </u>			270 575	69.775
	13,615,258	157,512	13,457,746	4,646,223	697,332	45,592	6,245,717	886,783	374,509	161,928	9.312	320,575	05.773
Administration		(157,512)	157,512	56,238	8,413	550	75,536	10,699	4,009	1,954	113		<u> </u>
TOTAL PUBLIC SUPPORT AND REVENUES	<u>\$ 13,615,258</u>	<u>\$</u>	\$ 13,615,258	<u>\$_4,702,461</u>	<u>\$ 705,745</u>	<u>\$ 46,142</u>	\$ 6,321,253	\$ B97,482	2 \$ 378,518	\$ 163,882	2 \$ 9,425	<u>\$ 320,575</u>	\$ 69,775

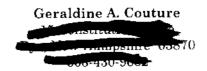
Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2013

	Total		Total		Emergency	Vocational	Adult		Substance	Fairweather	Springbrook	REAP	Other Non/BBH
	Agency	Admin.	Programs	Children	Services	Services	Services	Leau	Dea Cladine	a Range			
Personnel Casts:	;		1000	9740 278	4 664 B10	\$ 108 837	\$ 3.169,131 \$	710,305	\$ 277,490	\$ 336,611		\$ 40,369	,
Salary and wages		\$ 1,347,342 \$	220,100,1	240,040	61.302	33.450		108,550	46,305	45,032	134	6,913	
Employee benefits	1,204,391	066,011	1,085,080	159.912	47 135	8.019	220,052	48,209	18,503	24,520	100	2,789	
Payroll Taxes	720'579	7	251,010	1								Ċ	,
Professional Fees	792 80	72 847	9 738	932	148	7.4	1,007	251	133	163	1	ar.	
Accounting/audit fees	26,953	25.423	14.473	, '		٠	•	14,473	•	i	1	6	0740
Legal fees	908'88'	CO. F.C.	280.484	21 893	1 835	943	11,371	2,656	1,229	1,674	i	209,301	ת ק
Other professional fees	298,228	31,111	2007	255.4	1								1
Staff Devel, & Training:	,	,	140	7 27.4	150	87	1,136	243	66	629	•	30	2,700
Journals & publications	8,500	gan'i	OSt-1	7 4 CO	5.5	, '	2.177	•	1,136	•	•	•	70c'/
Conferences & conventions	30,634	18,794	11,840	C :	001	' 2	0.00	173	563	919		21	24
Other Staff Development	10,329	719	9,610	3,774	C SS	70	n D	2					
Occupancy costs:				i		6	100 661	22 107	13 150	45.639	=	4,264	750
Dept	494,170	45,047	449,123	142,704	18,968	B/2'S	196,261	20.00	192 c	11 186	4.083	733	
	93 589	7,836	85,753	24,647	3,284	1,574	33,919	208.5	400.7	17 500	1276	1 198	
	139 636	11.833	127,803	37,389	5,006	2,402	51,253	6,030	4,00,0	C80' / I	980.5	!	
Maintenance & repairs	200,000	'	7.288	•	•	•	•	•	•	•	7,00		
Taxes	77.		<u> </u>									Č	683
Consumable Supplies.			22 035	7 469	1.052	631	7,940	2,090	917	1,643		117	202
Office	24,726	1,691	25,030	200	1 937	819	10.932	2,345	994	10,562	14	288	L 480 5
Building/household	42,965	2,329	40,636	100	200	727	5 654	934	909	21,060	1	575	10,145
Food	45,665	1,079	44.586	25.5.4	200	1	101.0	782	1.625	237	•	47	•
Medical	8,923	376	8,547	3,288	067	14.	70.685	18 962	8.557	12,058		2,301	i
i setto	231,205	18,930	212,275	73,092	11.50/	666,0	7 6 6	1000	785	1.047	•	202	•
	20,281	1,579	18,702	6,434	1,0,1	550	4007	800 L	2685	150°	•	737	224
Depteration	75,433	5,815	69,618	23,507	3,680	2,038	25,801	088'd	4 ,000	478	•	2	
Equipment rental	2 5.20	24	3,505	1,228	G.	ιΩ	1,063	717	- 1	10	•	400	
Equipment maintenance	200	077.	10 116	3.470	545	309	3,848	890	382	Sac		1 623	2 189
Advertising	11,080	960 1	17 865	4 638	710	380	4,801	1,040	1,599	764	111	600,0	
Printing	T88/81	970'	000,000	000'5	24 500	4.382	60.413	16,580	3,225	3,090	m	2.036	
Telephone/communications	183,231	13,613	169,518	35,320	500,12	456	5.741	1,364	618	867		173	388
Postage/shipping	17,042	1,383	809'C1	#07'E	1	}	•	•					
Transportation:				707	795	0.083	73 113	57.794	2,783	5,163	17	1,019	155
Staff	272,501	16,268	256,233	102,421	8.5		1.427	1,686	10,605	4,942		•	•
Clients	21,544	•	21,544	4,00,4	3		i	•					
Assist to Individuals:						•	422	1.771	•				
Client services	2,749	٠	2,749	900	•		ļ						
Insurance:			•		CAR	•	27.790	4.114	•			•	•
Maloractice/bonding	42,318	1	42,318	סיי			353	353	•	1,696			
Vehicles	2,826	•	2,826				74 967	7 606	3.432		7 2,715	923	
villability Droportyliability	95,309	7,276	88,033	N	ď	7,	00,10	7			8.525		
Membershin Dues	49,776	30,470	19,306	8,114	90-	96	DO.'.	<u> </u>	206			20	150
Other Expenditures	5,640	4,923	717	4	•		000	1 040 077	A03 877	458 395	5 27.698	275,895	35,647
	13,058,387	1,833,220	11,225,167	3,348,992	856,311	193,745	4,480,730	6.65		,			
Admin Allocation	•	(1,833,220)	1,833,220	548,679	140,292	31,742	734,095	171,022	66,168	91,483	3 4.538	45,201	-
Admin. Alocarol	•				•		C 5 214 825	\$ 1,214,899	\$ 470,045	\$ 649,878	8 \$ 32,236	\$ 321,096	\$ 35,647
TOTAL PROGRAM EXPENSES	\$ 13,058,387	4	\$ 13,058,387	3,887,071	con one	,	,						

Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	Last	Employer/Affiliation	Address	City	State	Zip	Phone	Email	Term Begin	Term End	Officer	Committees
	EHM	zanpasystrasjinininen			1	†						Audit/Finance
	}					1						Hoard Governance/Nomination
	1									l.		Development
	le:		144 Park Street	Portsmouth	NH	03801	603-498-1758	mkieser@hoorlaw.com	Jan-12	Jan-21	President	Facilities
Mornoa	Kieser	Attorney	144 Park Street	FOCISITORES	11,11	0.8601	170.7-470-172-0					Audit/Finance
		i										Chair - Board
		6 1: - : - 11					 929-3838 w+436-7171		ļ			Governance/Nomination
		Pediatrician, Hampton			NH	03801	(w) 929-0655 (f)	kahyer@mac.com	Apr-97	Jun-20	Vice President	Facilities
Kımberly	Hyer	Pediatric Associates	250 Broad Street	Pentsmouth	1.301	03601	(w) 323-003-(i)	Karryer Gornac Com	1100 //	7,400		Nominating
				_			603-778-5629	susancraig1689@gmai <u>com</u>	Jan-13	Jan-22	Secretary	Development
Susan	Craig	Ph.D. Consultant/Author	5 Comings Street	Exeter	NH	03x33	512-7817 (cell) 430-	SBSantraid 1003(a)ginar SBM	7611 17			Audit Finance
	ľ	Proprietor, Ponsmouth Gas		l	1			sorlip@aol.com	Feb-00	Feb-21	Treasurer	Chan - Facilities
Paul	Sorli		60 Market Street	Portsmouth	NH	03801	9122 (work)	Sorript@adi.com	1.60-40	1 617-1	1.cusurer	C Man T delittles
		Principal & Chief						l	Mar-18	Mar-21	N/A	Finance
Впал	Carolan	Investment Officer	52 Bayside Road	Greenland	NH	03840	603-379-8161	brianc@cmhwealth.com	Mar-in	Mar-21	187A	Development
		Regional Sales Director	ĺ	-						Nov-20	N/A	Nominating Committee
Mark	Cochran	B2W Software	3 Hilhard Circle	Exerci	NH	03×33	603-566-7256	mdcochran@gmail.com	Suv-17	N6X-20	INCA .	Naminating Committee
					Į.	l				l.		In
	Coleman,	Financial Systems Analyst,			1		430-3491 (h):430-2461	rason dicoleman mil@mail mil		1		Development
Jason	SMSgt NPANG	United States Air Force	20 Woodbury Lane	Eliot	Me	03903	[w) 817-9786 (c)	<u></u>	Feb-03	Feb 21	N/A	Facilities
		Assistant City Attorney		T	Ţ					1		
Kathleen	Duvet	City of Portsmouth	313 Miller Avenue	Portsmouth	NII	03801	603-49×-2126	dwyerlaw@live.com	Aug-13	Aug-19	N/A	None
				·	1				İ			1
		Vice President, U.S. Public	Ł	1				Sandi Hennequin@emeraenergy.com				
Sandi	Hennequin	Affairs, Emera Energy	310 FW Hartfind Drive	Portsmouth	NE	03801	603-828-9729 C	sandihenneguin@comcast net	May-17	May-20	NA .	Development
3941111	Tricinicquiii	Zerrana, e inicia i zinorge			1	1		erinnlawson@gmail.com	1		ļ	
5.rin	Lawson	Principal	46 Columbia Street, Unit L	Portsmouth	NH	03801	717-586-2533	elawson@sau52 org	Jan-16	Jan-22	N/A	Development
	1.4950:1	TT-neipai	75 C 0121111111111111111111111111111111111	T OTESTION.	1	-	373-8551 (h)			1		Nummating
	Pendleton	Judge - NH Court System	1051 South Street	Partsmouth	NH	03801	731-0273 (c.)	JPendleton@courts state.nh us	Feb-06	Feb-21	N/A	Development
John	rendieum	Key Account Manager	1031 South Street	r drescribani.	+	10.1101		edward.raynolds@philips.com				
			110 Aldrich Road	Portsmouth	NH	03801	603-365-1725	Nedr64@gmail.com	Mav-La	May-20	N'A	Facilities
Ned	Raynelds	Phillips Lighting USA	TTO Attition Road	Fransinoun	11377	0.76971	200-102-1762	130.3.724	† ~		_	
l		Owner IT Company	an Marian Sanar	Da.	NH	03801	436-8060	encspearports/nou!h@outlook.com	Mar-19	Mar-22	N/A	
Enc	Spear	Precision Campus	49 Mt. Vernon Street	Portsmouth	1.50	1036171	7.70-7000	private individual and an analysis of the second se	1		Honorary	
			l .	1						I	Directorship per	i
		1 .		I	l	02.071.000	034 1639	goldstom@comcast.net	Aug-94	N/A	Center By-Laws	1
Robert	Stomierosky	Consultant	P.O. Box 454	Rye Beach	NII	U.58 / 1-0445	926-1578 (h)	goldstornt@comcast.net	/Aug-74	1	Control of the second	Nominating
		Controller, Seaglass				1	1					Development
		Technology			1	1	l		N 14	Sep-21	N/A	Facilities
Tammy	Strain	Partners/Portsmouth	4 Cushman Way	Greenland	NH	03840	603-231-1813	tstrain830@comcast net	Sep-15	3cp-2-	A	- permitted
						1	436-0666 (w)		1	ŀ		
ļ						1	766-9122 (direct line)		1	1	N. A	Development
Ретет	1 aylor	Attorney	127 Partott Avenue	Portsmouth	NH	03801	828-6324 (c)	playlor@hpgrlaw.com	Jan-19	Jan-22	N/A	плеченоришени
	1	Independent Compliance				1	i	_	L	I	ļ., ,	D
Mary	Тошпрах	Consultant	18 Huckleberry Lane	Hampton	Sit	03842	203-257-9050	marytoumpas@gmail.com	Jan-19	Jan-22	N/A	Development



Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH Associate Director, March 1993 - April 2002 Interim Director of Child Adolescent and Family Services, November 2000 -Compliance Officer

Oversee fiscal and administrative functions of large community mental health center.

Coordinate development and monitoring of annual budget and state contract.

Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and interagency collaboration.

Chair: Compliance Committee.

Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH Business Manager, December 1991 - March 1993

Assistant Business Manager, January 1991 - December 1991 Accounts Receivable Manager, August 1987 - January 1991

Actively oversee daily operations of Accounts Receivable Department in a community mental health center.

Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987 Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986 Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA President, June 1984 - April 1986

Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH

Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH

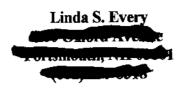
Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

$\underline{\mathbf{Membership}}$

National Association of Reimbursement Officers, Past President



EMPLOYMENT:

2002-Present: Associate Director, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave, Portsmouth, NH 03801. Responsible for fiscal and administrative functions; Oversee development of annul budget and contract; Monitor and ensure proper financial controls are in place. Supervision of Management Staff. Member: Personnel, Compliance, and Quality Improvement Committees.

1993-2002: Business Office Manager, Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue, Portsmouth, NH 03801. Responsible for all the accounting functions, non-client Accounts Receivable, Accounts Payable, Payroll and Purchasing. Duties include supervision and annual appraisal of accounting staff, preparation and analysis of financial statements; grants management; cash management; and coordinating the annual financial audit; prepare financial reports for various funding sources; Write and review polices and procedures as they pertain to the business functions. Ensure proper accounting controls are in place.

1989-1993: Promoted to Business Office Manager, Seacoast Mental Health Center Inc., 1145 Sagamore Ave., Portsmouth, NH 03801. Responsible for Accounts Payable, Payroll, Purchasing, non-client Accounts Receivable. Assisted with preparation of financial statements, and year end audit. Participated in the selection of new computer system, both hardware and software, and the implementation of that system. Provided backup up for the computer department.

1986-1989: Accountant, Seacoast Mental Health Center, Inc. 1145 Sagamore Ave., Portsmouth, NH 03801, Responsible for processing semimonthly Payroll and Accounts payable. Prepared daily deposits, maintained fixed assets, posted all non-client cash receipts. Streamlined the accounts payable process. Assisted with month end close.

1985-1986: Accountant, G&M Construction Corporation. 205 Lafayette Rd., North Hampton, NH. Responsible for processing Accounts Payable, Accounts Receivable, Payroll, Job Costing and Equipment Charges. Verified accuracy of financial information.

1984-1985: Accounts Payable/Payroll Clerk, Griffin Construction Company Inc., PO Box 149 Portsmouth, NH. Responsible for verifying and processing all incoming invoices, processed weekly-computerized payroll for 60 employees. Assisted in preparing audit work papers.

EDUCATION:

Bachelors Degree, June 1989, in Business administration. New Hampshire College, Greenleaf Ave.

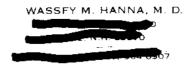
Portsmouth, NH 03801.

Associate Degree, August 1983, in Accounting and Business Management, McIntosh College, Cataract Ave. Dover, NH 03820.

MEMBERSHIPS:

Member Institute of Management Accountants.

REFERENCES: Available on request



Experience

Medical Director

Responsible for insuring the delivery of quality psychiatric care Seacoast Mental Health Center Portsmouth, New Hampshire 1975-Present

Medical Director

Responsible for insuring delivery of psychiatric care to children, adolescents, and their families

Portsmouth Pavilion Adolescent Unit

Portsmouth, New Hampshire

1988-Present

Private Practice

Psychiatric treatment of adults and of children and their families 1968-Present

Chief of Psychiatry

Insure quality of psychiatric care delivered at Portsmouth Pavilion Portsmouth Hospital 1987-1993

Director of Training

Responsible for training of Harvard Fellows in Child Psychiatry Gaebler Training Program in Child Psychiatry Gaebler Children's Center Waltham, Massachusetts 1975-1985

Staff Psychiatrist
Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist
Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry

Responsible for the education of third year Tufts University Medical Students during their rotation in Child Psychiatry and for Tufts University residents in Adult Psychiatry during their rotation in Child Psychiatry Tufts University Medical School Boston, Massachusetts
1979-1985

WASSFY M. HANNA, M. D. Page 2 of 4

Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School Cairo, Egypt January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology Cairo University Hospital Cairo, Egypt 1958-1960

Residency in Adult Psychiatry Metropolitan Hospital Waltham, Massachusetts 1961-1963

Fellowship in Child Psychiatry Harvard Medical School Gaebler Children's Center Waltham, Massachusetts 1965-1967

Board Certifications

Board Certified in Neurology Cairo University Cairo, Egypt 1960 Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation) Brighton, Massachusetts

Gaebler Children's Center (past affiliation) Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978

American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Elective Mutism", 1978

American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist

Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

WASSFY M. HANNA, M. D. Page 4 of 4

- "Enuresis", 1978
 - American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
 - Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983
- "The Importance of Follow-up in Latency" (Gair and Hanna), 1971 Presented at the Ortho-Psychiatry Annual Meeting, 1971
- "Imaginary Companion and Superego Development" (Gair and Hanna), 1968
 Presented at the Annual Meeting of the American Academy of Child Psychiatry,
 1968

CONTRACTOR NAME: Seacoast Mental Health Center, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geraldine Couture	President/CEO	174,658	6%	10,779
Linda Every	Associate Director	111,179	6%	7,031
Wassfy Hanna	Medical Director	113,423	2%	2,268
	FY 2019 Levels			



Jeffrey A. Meyers Commissioner

Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhbs.nh.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 June **G&**C Approved

Date_

Mean #_/

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH				
DBA Greater Nashua Mental Health Center	Nashua			
at Community Council		\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater	Manchester			· · · · · · · · · · · · · · · · · · ·
Manchester, Inc.	ivianchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of				
Strafford County, Inc., DBA Community	Dover			
Partners of Strafford County		\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New				
Hampshire	Derry			
DBA CLM Center for Life Management		\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 2 of 3

EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State
 regulations applicable to the State mental health system, including NH Administrative Rules
 He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and
 Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M
 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Director

Approved by:

Jeffrey A. Meyers Commissioner

3.2% General orthern Humar	Funds; 11.65% Fed	AU OF MENTAL HEALTH SERVIC eral Funds; .15% Other	CFDA# FAIN	93.778 1705NH5MAP Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,24
2019	102/500731	Contracts for Program Services	TBD	379,24
2019 1	102/000767	Sub Total		758,49
last Control S	vcs, Inc., DBA West	Rehavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,19
	102/500731	Contracts for Program Services	TBD	322,19
2019	102/500731	Sub Total	100	644,38
			l la altia	Vendor # 154480
he Lakes Reg Fiscal Year		enter., Inc. DBA Genesis Behavioral Class Title	Job Number	Amount
	Class / Account	Contracts for Program Services	TBD	328,11
2018	102/500731 102/500731	Contracts for Program Services	TBD	328,11
2019	102/500731	Sub Total		656,23
· ·	<u> </u>	Odb Total		
	munity Mental Healt			Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,65
2019	102/500731	Contracts for Program Services	TBD	381,65
·		Sub Total		763,30
Aonadnock Fai	mily Services			Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,59
2019	102/500731	Contracts for Program Services	TBD	357,59
		Sub Total		715,18
Community Co.	uppil of Nachua, NH	DBA Greater Nashua Mental Health	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,79
2019	102/500731	Contracts for Program Services	TBD	1,183,79
2010	1 (02/080101	Sub Total		2,367,59
				Vondor # 177194
	alth Center of Greate	er Manchester, Inc.	Lab Niverbox	Vendor # 177184 Amount
Fiscal Year	Class / Account	Class Title	Job Number	
2018	102/500731	Contracts for Program Services	TBD	1,646,82
2019	102/500731	Contracts for Program Services	TBD	1,646,82
		Sub Total		3,293,65
Seacoast Meni	tal Health Center, Inc	<u></u>	<u></u>	Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	746,76
2019	102/500731	Contracts for Program Services	TBD	746,76
2013		Sub Total		1,493,53

Fiscal Year	Class / Account	Services of Strafford County, Inc. Di Class Title		Vendor # 177278
2018	102/500731	Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services Contracts for Program Services	TBD	313,54
	102/000/01	Sub Total	TBD	313,54
· ·	-	Sub Total		627,08
he Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	er for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	350,79
2019	102/500731	Contracts for Program Services	TBD	350,7
		Sub Total		701,58
	<u> </u>	SUB TOTAL		12,021,05
OATA COLLECTION OF THE PROPERTY OF THE PROPERT	CTION Funds	DIV, BUREAU OF MENTAL HEALT	H SERVICES, ME CFDA# FAIN	N/A N/A
Fiscal Year	Class / Account	Class Title	1 1-5 M. 1	Vendor # 177222
2018	102/500731	Class Title Contracts for Program Services	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,00
	102/000/31	Sub Total	92204121	5,00
Fiscal Year 2018 2019	Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services	Job Number 92204121 92204121	Amount 5,00
ao I akao Basi	ion Montal Haalth C	Sub Total		10,00
Fiscal Year	Class / Account	enter., Inc. DBA Genesis Behavioral I	1	Vendor # 154480
2018	102/500731	Class Title	Job Number	Amount
2019	102/500731	Contracts for Program Services	92204121	5,00
2013	102/300/31	Contracts for Program Services	92204121	5,00
verbend Com	munity Mental Health	Sub Total		10,00
Fiscal Year	Class / Account	Class Title	lob Number	Vendor # 177192
2018	102/500731	Contracts for Program Services	Job Number 92204121	Amount
2019	102/500731	Contracts for Program Services	_	5,00
		Sub Total	92204121	5,00
onadnask Fas	-ilu Candana	Odb Total	<u> </u>	10,00
onadnock Fan Fiscal Year	Class / Account	Class Title		Vendor # 177510
2018 •	102/500731	Class Title	Job Number	Amount
2019		Contracts for Program Services	92204121	5,00
2013	102/500731	Contracts for Program Services	92204121	5,00
	- <u>- L</u>	Sub Total	<u></u> _	10,00
mmunity Cou	ncil of Nashua, NH [DBA Greater Nashua Mental Health C	Center at	Vendor # 154112
				
Fiscal Year	Class / Account	Class Title	Job Number	Amount
Fiscal Year 2018	102/500731	Class Title Contracts for Program Services	Job Number 92204121	Amount 5.000
Fiscal Year			Job Number 92204121 92204121	Amount 5,000

Sub Total

10,000

The Mental Hea	alth Center of Greate	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
2010		Sub Total		10.000

Seacoast Ment	al Health Center, Inc	,		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
2010	1 102.000.01	Sub Total		10,000

Behavioral Hea	ith & Developmental	Services of Strafford County, Inc. DB	A Community	Vendor # 1772/8
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
2010		Sub Total		10,000
			·	_

The Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
2015		Sub Total	<u></u>	10,000
		SUB TOTAL		100,000

05-95-92-921010-2053-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV ,BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE 100% General Funds CFDA# N/A FAIN N/A Northern Human Services Vendor # 177222 Fiscal Year Class / Account Class Title Job Number Amount 2018 102/500731 Contracts for Program Services 92102053 4,000 2019 102/500731 Contracts for Program Services 92102053 Sub Total 4,000 West Central Svcs, Inc., DBA West Behavioral Health Vendor # 177654 Fiscal Year Class / Account Class Title Job Number Amount 2018 102/500731 Contracts for Program Services 92102053 2019 102/500731 Contracts for Program Services 92102053 4.000 Sub Total 4.000 The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health Vendor # 154480 Fiscal Year Class / Account Class Title Job Number Amount Contracts for Program Services 2018 102/500731 92102053 2019 102/500731 Contracts for Program Services 92102053 4.000 Sub Total 4,000 Riverbend Community Mental Health, Inc. Vendor # 177192 Fiscal Year Class / Account Class Title Job Number Amount 2018 102/500731 Contracts for Program Services 92102053 2019 102/500731 Contracts for Program Services 92102053 4.000 Sub Total 4,000 Monadnock Family Services Vendor # 177510 Fiscal Year Class / Account Class Title Job Number Amount 2018 102/500731 Contracts for Program Services 92102053 2019 102/500731 Contracts for Program Services 92102053 4,000 Sub Total 4,000 The Mental Health Center of Greater Manchester, Inc. Vendor # 177184 Fiscal Year Class Title Class / Account Job Number Amount 2018 102/500731 Contracts for Program Services 92102053 4,000 2019 102/500731 Contracts for Program Services 92102053 Sub Total 4,000 Seacoast Mental Health Center, Inc. Vendor # 174089 Fiscal Year Class / Account Class Title Job Number Amount 2018 102/500731 Contracts for Program Services 92102053 4.000 2019 102/500731 Contracts for Program Services 92102053

Behavioral Hea	Ith & Developmental	Services of Strafford County, Inc. DE	BA Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,000
<u> </u>		Sub Total		4,000

Sub Total

4.000

alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Class / Account	Class Title	Job Number	Current Modified Budget
102/500731	Contracts for Program Services	92102053	4,000
L	Contracts for Program Services	92102053	-
,	Sub Total		4,000
	SUB TOTAL		36,000
		Class / Account Class Title 102/500731 Contracts for Program Services 102/500731 Contracts for Program Services Sub Total	102/500731 Contracts for Program Services 92102053 102/500731 Contracts for Program Services 92102053 Sub Total Sub Total

05-95-42-421010-2958, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES N/A CFDA# 100% General Funds

Northern Human Services

N/A FAIN

Vendor # 177222 Amount Job Number Class Title Fiscal Year Class / Account 5,310 42105824 Contracts for Program Services 550/500398 2018 5,310 42105824 Contracts for Program Services 2019 550/500398 10,620 Sub Total

West Central S	Svcs, Inc., DBA West	Behavioral Health	<u> </u>	Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
2013	000/000000	Sub Total		3,540

The Lakes Red	ion Mental Health Co	enter., Inc. DBA Genesis Behavioral F	lealth	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
2015	1 000,00000	Sub Total		3,540
		045 1044		

Vendor # 177192 Riverbend Community Mental Health, Inc. Amount Job Number Class Title Class / Account Fiscal Year Contracts for Program Services 1.770 42105824 550/500398 2018 1,770 42105824 Contracts for Program Services 550/500398 2019 3,540 Sub Total

Vendor # 177510 Monadnock Family Services Amount Class Title Job Number Class / Account Fiscal Year 1,770 42105824 Contracts for Program Services 550/500398 2018 1,770 42105824 Contracts for Program Services 550/500398 2019 3,540 Sub Total

Community Co.	uncil of Nashua, NH	DBA Greater Nashua Mental Health C	Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
2010	000,0000	Sub Total		3,540
<u> </u>		- Oub Total		

alth Center of Greate	r Manchester, Inc.	\	/endor # 177184
	Class Title	Job Number	Amount
	Contracts for Program Services	42105824	3,540
		42105824	3,540
000,00000			7,080
	Class / Account 550/500398 550/500398	550/500398 Contracts for Program Services	Class / Account Class Title Job Number 550/500398 Contracts for Program Services 42105824 550/500398 Contracts for Program Services 42105824

Seacoast Menta			lah Mumbor	Amount
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
<u></u>		Sub Total		3,540
Behavioral Hea	ith & Developmental	Services of Strafford County, Inc. DB	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
			<u> </u>	
he Mental He	alth Center for South	ern New Hampshire DBA CLM Center		Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total	-	3,540
		SUB TOTAL		46,020
and the second of the second	ICES DIV, HOMELE	· · · · · · · · · · · · · · · · · · ·	CEDA#	93 150
100% Federal			CFDA#	93.150 SM016030-14
100% Federal	Funds		CFDA# FAIN	SM016030-14
00% Federal Riverbend Con	Funds imunity Mental Healt	th, Inc.	FAIN	SM016030-14 Vendor # 177192
00% Federal Riverbend Com Fiscal Year	Funds nmunity Mental Healt Class / Account	th, Inc. Class Title	FAIN Job Number	SM016030-14 Vendor # 177192 Amount
00% Federal Riverbend Com Fiscal Year 2018	Funds munity Mental Healt Class / Account 102/500731	th, Inc. Class Title Contracts for Program Services	Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250
00% Federal Riverbend Com Fiscal Year	Funds nmunity Mental Healt Class / Account	th, Inc. Class Title Contracts for Program Services Contracts for Program Services	FAIN Job Number	SM016030-14 Vendor # 177192 Amount 36,250 36,250
00% Federal Riverbend Com Fiscal Year 2018	Funds munity Mental Healt Class / Account 102/500731	th, Inc. Class Title Contracts for Program Services	Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250
00% Federal Riverbend Com Fiscal Year 2018 2019	Funds munity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services	Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250
00% Federal Riverbend Com Fiscal Year 2018 2019	Funds munity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services Contracts for Program Services	Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa	Funds munity Mental Healt Class / Account 102/500731 102/500731 mily Services	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year	Funds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account	ch, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title	Job Number 42307150 42307150 Job Number	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019	Funds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 74,000
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co	Funds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health (Job Number 42307150 42307150 Job Number 42307150 42307150 Center at	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112
Nonadnock Fa Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112 Amount
Nonadnock Fa Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year 2018	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112 Amount 40,300
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300 40,300
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year 2018	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount 37,000 37,000 74,000 Vendor # 154112 Amount 40,300 40,300
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year 2018 2019	Funds Imunity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 102/500731	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health C Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112 Amount 40,300 40,300 80,600
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year 2018 2019	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 alth Center of Greate	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112 Amount 40,300 40,300 Vendor # 177184
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year 2018 2019 Community Co Fiscal Year 2018 2019	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 alth Center of Greate Class / Account	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150 42307150 Job Number 42307150 Job Number	SM016030-14 Vendor # 177192 Amount 36,250 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112 Amount 40,300 40,300 Vendor # 177184 Amount
Riverbend Com Fiscal Year 2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Co Fiscal Year 2018 2019 Chiecal Year 2018 2019	runds munity Mental Healt Class / Account 102/500731 102/500731 mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH Class / Account 102/500731 102/500731 alth Center of Greate	Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	Job Number 42307150 42307150 Job Number 42307150 42307150 Center at Job Number 42307150 42307150	SM016030-14 Vendor # 177192 Amount 36,250 72,500 Vendor # 177510 Amount 37,000 74,000 Vendor # 154112 Amount 40,300 40,300 Vendor # 177184

Sub Total

80,242

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total	_	50,000

The Mental Hea	ental Health Center for Southern New Hampshire DBA CLM Center for Life			Vendor # 174116	
Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	102/500731	Contracts for Program Services	42307150	29,500	
2019	102/500731	Contracts for Program Services	42307150	29,500	
		Sub Total		59,000	
		SUB TOTAL		416,342	

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

100% Federal Funds

CFDA#

93,043

FAIN

17AANHT3PH

Seacoast Mental Health Center, Inc.

Vendor # 174089

DOGODOUS TROTTON TO STATE OF THE STATE OF TH					
	Fiscal Year Class / Account		Class Title	Job Number	Amount
	2018	102/500731	Contracts for Program Services	48108462	35,000
	2019	102/500731	Contracts for Program Services	48108462	35,000
			SUB TOTAL		70,000
			TOTAL		12.829.412

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location	
Northern Human Services	Conway	
West Central Services		
DBA West Central Behavioral Health	Lebanon	
The Lakes Region Mental Health Center, Inc.	Laconia	
DBA Genesis Behavioral Health		
Riverbend Community Mental Health, Inc.	Concord	
Monadnock Family Services	Keene	
Community Council of Nashua, NH, DBA Greater Nashua		
Mental Health Center at Community Council	Nashua	
The Mental Health Center of Greater Manchester, Inc.	Manchester	
Seacoast Mental Health Center, Inc.	Portsmouth	
Behavioral Health & Development Svs of Strafford County,		
Inc., DBA Community Partners of Strafford County	Dover	
The Mental Health Center for Southern New Hampshire, DBA		
CLM Center for Life Management	Derry	

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-08)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.					
1.1 State Agency Name		1.2 State Agency Address			
Department of Health and Hun		129 Pleasant Street			
Division for Behavioral Health		Concord, NH 03301-3857			
1.3 Contractor Name		1.4 Contractor Address			
Seacoast Mental Health Center	. Inc.	1145 Sagamore Avenue			
Seacoast Mental Health Center, Inc.		Portsmouth, NH 03801			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
Number	05-95-92-922010-[4117, 4121,	1			
603-431-6703	2053]; 05-95-92-920510-3380; 05- 95-42-421010-2958; 05-95-42-	June 30, 2019	\$1,771,070		
	423010-7926; 05-95-48-481010-8917				
1.9 Contracting Officer for St		1.10 State Agency Telephone	Number		
Jonathan V. Gallo, Esq., Interin	n Director	603-271-9246			
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory			
1 101		1. Columnes	y		
1 (h		President, Boxo or Drectors Columns President, Boxo or Drectors			
113 Almhulatanan Sur	C 4111	MICSIDENT, BONTO OF	Diretous		
1.13 Aukinowiedgement: State	e or NA , County of 12	cikingham			
On Jene 7, 207 befo	re the undersigned officer, personall	y anneared the person identified	in block 1.12 on estinficit design.		
proven to be the person whose	name is signed in block 1.11, and ac	y appeared the person identified knowledged that s/he executed th	in block 1.12, or satisfactorily		
indicated in block 1.12.		in a serie of the control of	as document in the capacity		
1.13.1 Signature of Notary Pu	blic or Justice of the Peace	LORPAIN	E MANSFIELD		
	1 .		ace - New Hampshire		
[Seal]	main-Maush	My Commission Ex	pires February 28, 2019		
1.13.2 Name and Title of Nota					
i i i i i i i i i i i i i i i i i i i	ny or susfice of the reace				
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory					
2	E - 6/9/17	160th - S. 5			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
Approval by the N.H. Department of Administration, Division of Personnel (if applicable)					
By: Director, On:					
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
By: //gen / On: 6/13/2017					
1.18 Approval by the Governor and Executive Council (if applicable)					
Ву:		On:	!		
- , .		Oil.	, i		

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials Date 6/7/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.

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- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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Exhibit A



Exhibit A

- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

5. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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Exhibit A

- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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Exhibit A



Exhibit A

9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. <u>Formula</u>: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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Exhibit A

Exhibit A

11,1.3. Debt Service Coverage Ratio:

- 11.1.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
 - 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1, and/or 11.2.2, has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2, above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable:
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications;
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. <u>Accuracy</u>: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

21.3. Activities that may be funded:

- 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
- 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
- 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database;
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

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21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.



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23. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. REFERRAL, EDUCATION, ASSESSMENT, PREVENTION (REAP) PROGRAM AND ENHANCED REAP

24.1. The Contractor agrees to provide a statewide community-based education and brief intervention-counseling program specific for persons age sixty (60) and older, their families or other informal caregivers according to the protocols and policies approved by DHHS. The priority of the program shall be the prevention or alleviation of substance misuse, i.e. alcohol, medications, or other drugs, and secondarily shall address depression or emotional stress, isolation, interpersonal relationships, grief and loss, and other life changes and issues that can affect an individual's ability to live independently, such as home safety and injury prevention.

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24.2. REAP components include:

- 24.2.1. <u>Counseling Sessions</u>: to older adults over the age of sixty (60) and their caregivers, conducted in clients' homes or community settings. Screenings and brief interventions are completed by using evidence-based instruments. Sessions are free of change and range from three (3) to five (5) sessions per client.
- 24.2.2. <u>Technical Assistance</u>: offered to area professionals, which includes senior housing managers and service coordinators, for assistance and guidance in dealing with specific elderly issues.
- 24.2.3. <u>Community Intervention/Mediation</u>: conducted when conflict arises at local elder housing complexes, to de-escalate the situation and find the source of the problem and facilitate resolution.
- 24.2.4. <u>Trainings</u>: Annual meeting with all REAP counselors and housing specialist to provided training on evidenced based practices, tools and approaches.
- 24.3. <u>Enhanced REAP</u>: the program is comprised of the existing REAP substance misuse services as well as additional depression treatment services via an Evidenced Based Practice (EBP) known as Behavioral Activation (BA) and increased symptom monitoring.
 - 24.3.1. Eligible participants will be screened for depressive symptoms, and substance misuse (including medication misuse). Based on screening results, participants will be either offered REAP or Enhanced REAP.
 - 24.3.2. The Patient Health Questionnaire-9 (PHQ-9) will be used to screen for depression. A reduced score will evidence the reduction of depressive symptoms.
 - 24.3.3. Participants who screen below the clinical threshold will be offered traditional REAP and participants who screen above the clinical threshold will be offered Enhanced REAP.
 - 24.3.4. Participants who screen positive for substance misuse will receive Motivational Interviewing (MI) and BA. Participants who screen positive for depression or co-occurring substance misuse and depression, Enhanced REAP, BA and MI treatments will be integrated.

24.4. Other Requirements:

- 24.4.1. Administrative oversight for all REAP services and technical assistance shall be Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium (http://nhpreventcert.org).
- 24.4.2. The Contractor shall conduct evaluations and provide results to the DHHS annually on the effectiveness of REAP services. Evaluations shall include:
 - 24.4.2.1. <u>Short Term Outcomes</u>: Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;
 - 24.4.2.2. Intermediate Outcomes: Increase perception of harm and awareness; and

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- 24.4.2.3. <u>Long-term Outcomes</u>: Reduce thirty (30) day use of alcohol, binge or heavy drinking, and related consequences of substance use (e.g. alcohol use and prescribed medications). Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.
- 24.4.3. Provide quarterly reports in meeting the Block Grant National Outcomes Data. See Exhibit A, Appendix 2.
- 24.4.4. Notify DHHS when not in compliance with grant and shall provide a corrective action plan.
- 24.4.5. Collaboration with Public Health Networks in providing education about substance misuse among older adults and the dangers, share data across disciplines, and provide outreach of services. Public Health Networks, see Exhibit A, Appendix 1.

24.5. Quality Assurance:

- 24.5.1. A Quarterly Program Service Report shall be submitted by the fifteenth (15th) of the month following the State Fiscal Year quarter reported. The Quarterly Program Service Report is to be completed in accordance with instructions provided by DHHS.
- 24.5.2. Contractor shall obtain client feedback as to the quality of services provided and report the outcome to DHHS in the Quarterly Program Service Report due thirty (30) days after the end of the second (2nd) quarter.

25. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

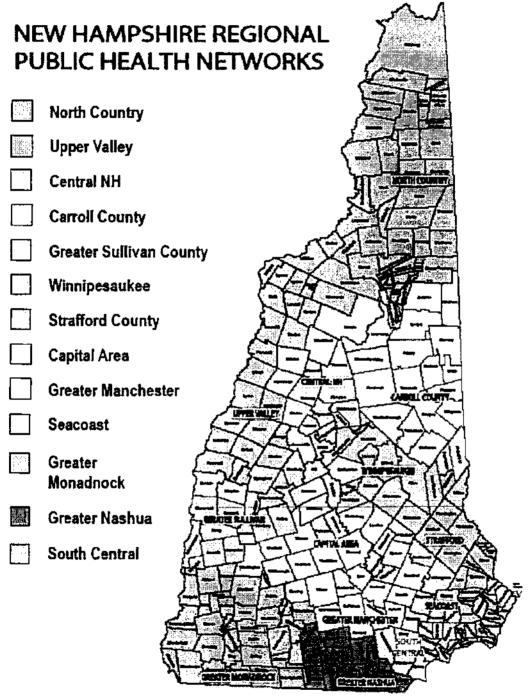
- 25.1. DCYF funds shall be used by the Contractor to provide the following:
 - 25.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 25.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

26. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

26.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

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THESE REGIONS ARE USED FOR PUBLIC HEALTH PLANNING AND THE DELIVERY OF SELECT PUBLIC HEALTH SERVICES.

Contractor Initials 2 6/7/7



TOWN LIST

REGION NAME	TOWN
North County	Atkinson and Gilmanton Academy Grant, Bath, Beans Grant, Beans Purchase, Benton, Berlin, Bethlahem, Cambridge, Carroll, Chandlers Purchase, Clarksville, Colebrook, Columbia, Crawfords Purchase, Cutts Grant, Dalton, Dixs Grant, Dixville, Dummer, Easton, Errol, Ervings Location, Francomia, Gotham, Greens Grant, Hadleys Purchase, Haverhill, Jefferson, Kilkenney, Lancaster, Landaff, Lisbon, Littleton, Low and Burbank's Grant, Lyman, Martins Location, Milan, Millsfield, Mource, Northamberland, Odell, Pinkham's Grant, Pittsburg, Randolph, Sargents Purchase, Second College Grant, Shelburne, Stark, Stewartstown, Stratford, Sucress, Sugar Hill, Thompsons & Meserves Purchase, Wentworths Location, Whitefield
Upper Valley	Canam, Dorchester, Enfield, Graffon, Grantham, Hanover, Lebanon, Lyme, Orange, Orford, Piermont, Plainfield
Central NH	Alexandria, Ashland, Bridgewater, Bristol, Campton, Ellsworth, Groton, Hebron, Holderness, Lincoln, Livermore, Plymouth, Runney, Thornton, Wairen, Waterville Valley, Wentwurth, Woodstock
Carroll County	Albany, Bartlett, Brookfield, Chatham, Conway, Eaton, Effingham, Freedom, Hale's Location, Harts Location, Jackson, Madison, Moultonborough, Ossipee, Sandwich, Tamworth, Tuftonboro, Wakefield, Wolfeboro
Greater Sullivan	Acworth, Charlestown, Claremont, Cormish, Croydon, Goshen, Langdon, Lempster, Newbury, New London, Newport, Springfield, Sunapee, Sutton, Unity, Wilmot
Winniperaukee	Alton, Barnstead, Belmont, Center Harbor, Danbury, Franklin, Gilford, Gilmanton, Hill, Laconia, Meredith, New Hampton, Northfield, Sanbornton, Tilton
Greater Monadnock	Alstuad, Antrim, Bennington, Chesterfield, Dublin, Fitzwilliam, Francestown, Gilsum, Greenfield, Greenville, Hancock, Harnsville, Hinsdale, Jaffrey, Kaene, Mariborough, Marlow, Nelson, New Ipswich, Peterborough, Richmond, Rindge, Roxbury, Sharon, Stoddard, Sullivan, Surry, Swanzey, Temple, Troy, Walpole, Westmoreland, Winchester
Capital	Allenstown, Andover, Boscawen, Bow, Bradford, Camerbury, Chichester, Concord, Deering, Dunbarton, Epson, Henniker, Hillsborough, Hopkunton, Loudon, Northwood, Pembroke, Pritsfield, Salisbury, Warner, Washington, Weare, Webster, Windsor
Strafford County	Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Rollinsford, Somersworth, Strafford
Greater Manchester	Aubum, Bedford, Candia, Deerfield, Goffstown, Hooksett, Manchester, New Boston
Greater Nashna	Amherst, Brookime, Hollis. Hindson, Litchfield, Lyndeborough, Mason, Merrimack, Milford, Mont Vernon, Nashna, Pelham, Wilton
Greater Derry	Arkinson, Chener, Danville, Derry, Hampstead, Londonderry, Plaistow, Salem, Sandown, Windham
Seacoast	Brentwood, East Kingston, Epping, Exeter, Francuit, Greenland, Hampton, Hampton Falls, Kensington, Kingston, New Casile, Newfields, Newington, Newmarket, Newton, North Hampton, Nottingham, Portsmouth, Raymond, Rye, Seabrook, South Hampton, Stratham

Contractor Initials 1

Exhibit A, Appendix 2



Federal Block Grant National Outcome Measures (NOMs)

The NOMs Data Collection and Reporting Forms requirement by the State's annual Substance Abuse Prevention and Treatment (SAPT) Block Grant application.

1. DEFINITION OF PRIMARY PREVENTION:

Block Grant 20% set aside is for a broad array of Primary Prevention strategies directed at individuals not yet identified to be in need of treatment. Comprehensive primary prevention programs should include activities and services provided in a variety of settings for both the general population and targeted sub-groups who are at higher risk for substance abuse.

Primary Prevention refers to a proactive process that empowers individuals and systems to meet the challenges of life events and transitions by creating and reinforcing conditions that promote healthy behaviors and lifestyles. Primary prevention includes interventions occurring prior to the initial onset of a substance use disorder through reduction or control of causative factors to substance abuse, including the reduction of risk factors contributing to substance use. Services are delivered through six defined federal strategies to three classifications of population as identified by the Institute of Medicine.

Incorporating SAMHSA Strategic Initiative(s):

Goal 1.1: With primary prevention as the focus, build prevention prepared communities that use data to inform, build capacity, plan, implement and evaluate outcomes;

Goal 1.2: Prevent and Reduce consequences of underage drinking and adult problem drinking;

Goal 1.3: Prevent suicides and attempted suicides among populations at high-risk populations (military and LBGT);

Goal 1.4: Reduce prescription drug misuse and abuse;

Goal 7: Incorporate the use of data driven results in achieving population outcomes within planning and implementation, and ongoing quality improvements that improve services for individuals, families and communities.

II. NATIONAL PREVENTION PERFORMANCE MEASURES:

Interventions, strategies and populations aligned and measured by the following outcome indicators.

A. Block Grant pre-populated forms:

- 30-day use of alcohol;
- 30-day use of illegal drugs other then marijuana;
 - 30-day use of marijuana:
 - 30-day use of tobacco products:
 - 30-day use of cigarettes;
- Binge Drinking;
- Synthetic Drugs;
- 30-day non-medical use of Rx (not prescribed to individual);
 - Perception of Risk/Harm of Use:
 - Age of First Use alcohol, cigarettes, marijuana and other illegal drugs;
- Perception of Disapproval Attitudes alcohol, cigarettes, marijuana and other illegal drugs;
- Employment Education: Perception of Workplace Policy;
- Employment Education: ATOD-Related Suspensions and Expulsions (In Development);
- Employment Education: Average Daily School Attendance Rate;
- Crime and Criminal Justice: Alcohol-Related Traffic Fatalities:
- Crime and Criminal Justice: Alcohol- and Drug-Related Arrests;
- Social Connectedness: Family Communications Around Drug and Alcohol Use;
- Youth Seeing, Reading, Watching, or Listening to a Prevention Message.

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Exhibit A. Appendix 2



Exhibit A, Appendix 2

- B. Block Grant forms BDAS completes based prevention providers' reports:
 - Number of Persons Served by Age, Gender, Race, and Ethnicity;
 - Persons Served or Reached by Type of CSAP Intervention;
 - Persons Served or Reached by IOM category;
 - Number of Evidence-Based Programs and Strategies;
 - Relative Cost of Evidence-Based;
 - Percentage of total Block Grant prevention dollars spent per CSAP strategy, IOM and EBI.

III. AGE CATEGORIES:

0-4	18-20	45-64
5-11	21-24	65 and Over
12-14	25-44	Age Not Known
15-17		

IV. HIGH RISK SUB-POPULATION CATEGORIES:

States are asked to report on high-risk sub-populations, as part of primary prevention, recognizing there are limited funds to fully address all the needs. Based on upon data, feasible and fit report on which sub-population is being addressed and by what type of CSAP strategy.

- 1) Children of substance users;
- 2) Pregnant women/teens:
- 3) Drop-outs:
- 4) Violent and delinquent behaviors;
- 5) Mental Health problems:
- 6) Economically Disadvantaged:
- 7) Physically disabled:

- 8) Abused victims:
- 9) Already using substances;
- 10) Homeless / runaway:
- 11) Other:
 - a) Suicide Ideation;
 - b) LBGT:
 - c) Military.

V. CSAP STRATEGIES:

- 1.) Information Dissemination This strategy provides awareness and knowledge of the nature and extent of substance use, abuse, and addiction and their effects on individuals, families, and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two.
- 2.) Prevention Education This strategy involves two-way communication and is distinguished from the information dissemination strategy by the fact that interaction between the educator facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g., of media messages), and systematic judgment abilities.
- 3.) Alternative Activities This strategy provides for the participation of target populations in activities that exclude substance use. The assumption is that constructive and healthy activities offset the attraction to or otherwise meet the needs usually filled by alcohol and drugs and would, therefore, minimize or obviate resort to the latter.
- 4.) Problem Identification and Referral This strategy aims at identification of those who have indulged in illegal age-inappropriate use of tobacco or alcohol and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavior can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment.

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Exhibit A, Appendix 2

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Exhibit A, Appendix 2

- 5.) Community-Based Process This strategy aims to enhance the ability of the community to more effectively provide prevention services for substance related disorders. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, interagency collaboration, coalition building, and networking.
- 6.) Environmental This strategy establishes or changes written and unwritten community standards, codes, and attitudes, thereby influencing incidence and prevalence of substance abuse in the general population. This strategy is divided into two subcategories to permit distinction between activities that center on legal and regulatory initiatives and those that relate to the service and action-oriented initiatives.

Sub strategy/activity:

Information Dissemination:

- Clearinghouse/information resources centers:
- Resource directories:
- Media campaigns;
- Brochures:
- Radio and TV public service announcements:
- Speaking engagements;
- Health fairs and other health promotion, e.g., conferences, meetings, seminars;
- * Information lines/Hot lines;
- Other, specify.

Education:

- Parenting and family management;
- Ongoing classroom and/or small group sessions;
- Peer leader/helper programs;
- Education programs for youth groups;

Mentors:

- Preschool ATOD prevention programs;
- Other, specify.

Alternatives:

- Drug free dances and parties;
- Youth/adult leadership activities;
- Community drop-in centers;
- Community service activities:
- Outward Bound; Recreation activities:

Other, specify,

Problem Identification and Referral:

- * Employee Assistance Programs;
- Student Assistance Programs;
- Driving while under the influence/driving while intoxicated education programs;
- Other, specify,

Community-Based Process:

- Community and volunteer training, e.g., neighborhood action training, impactor training, staff officials training;
- Systematic planning;
- Multi-agency coordination and collaboration/coalition:
- Community team-building:
- Accessing services and funding:
- Other, specify.

Environmental:

- Promoting the establishment or review of alcohol, tobacco, and drug use policies in schools;
- Guidance and technical assistance on monitoring enforcement governing availability and distribution of alcohol, tobacco, and other drugs;
- Modifying alcohol and tobacco advertising practices;
- Product pricing strategies;
- Other, specify,

Other Prevention Activities:

* For any prevention activity not included in the list above.

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Exhibit A, Appendix 2

VI. INSTITUTE OF MEDICINE (IOM) PREVENTION CLASSIFICATIONS:

Universal, Selective, and Indicated:

- 1.) Universal: Activities targeted to the general public or a whole population group that has not been identified on the basis of individual risk.
- 2.) Universal Direct: Interventions directly serve an identifiable group of participants but who have not been identified on the basis of individual risk (e.g., school curriculum, after school program, parenting class). This also could include interventions involving interpersonal and ongoing/repeated contact (e.g., coalitions).
- 3.) Universal Indirect: Interventions support population-based programs and environmental strategies (e.g., establishing ATOD policies, modifying ATOD advertising practices). This also could include interventions involving programs and policies implemented by coalitions.
- 4.) Selective: Activities targeted to individuals or a subgroup of the population whose risk of developing a disorder is significantly higher than average. Indicated: Activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing disorder or having biological markers indicating predisposition for disorder but not yet meeting diagnostic levels. (Adapted from The Institute of Medicine Model of Prevention)
- 5.) Indicated: Activities targeted to individuals in high-risk environments, identified as having minimal but detectable signs or symptoms foreshadowing a disorder or having biological markers indicating predisposition for a disorder but not yet meeting diagnostic levels.

VII. EVIDENCED BASED INTERVENTION (EBI)

Definition of Evidence-Based Programs and Strategies: The guidance document for the Strategic Prevention Framework State Incentive Grant, Identifying and Selecting Evidence-based Interventions, provides the following definition for evidence-based programs:

- 1. Inclusion in a Federal List or Registry of evidence-based interventions;
- 2. Being reported (with positive effects) in a peer-reviewed journal;
- 3. Documentation of effectiveness based on the following guidelines:
 - Guideline The intervention is based on a theory of change that is documented in a clear logic or conceptual model; and Guideline
 The intervention is similar in content and structure to interventions that appear in registries and/or the peer-reviewed literature; and
 - Guideline The intervention is supported by documentation that it has been effectively
 implemented in the past, and multiple times, in a manner attentive to Identifying and Selecting
 Evidence-Based Interventions scientific standards of evidence and with results that show a
 consistent pattern of credible and positive effects; and
 - Guideline The intervention is reviewed and deemed appropriate by a panel of informed
 prevention experts that includes: well-qualified prevention researchers who are experienced in
 evaluating prevention interventions similar to those under review; local prevention practitioners;
 and key community leaders as appropriate, e.g., officials from law enforcement and education
 sectors or elders within indigenous cultures.
- 4. Provide a description of the process the State uses to implement the guidelines included in the above definition.
- 5. Provide a description on how the State collects data on the number of programs, strategies and sources of the data.

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Exhibit A, Appendix 2

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Exhibit B



Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A. Scope of Services.
- 2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,150

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Projects for Assistance in Transition from Homelessness (PATH) PL 101-645

FAIN:

SM016030-14

CFDA#

93.043

Federal Agency: US Department of Health and Human Services

Program Title:

Title IIID: Preventative Health Money from the Administration for

Community Living

FAIN:

17AANHT3PH

CFDA #:

93.959

Federal Agency: US Department of Health and Human Services, Substance Abuse and

Mental Health Services Administration

Program Title:

Substance Abuse Prevention and Treatment (SAPT) Block Grant

FAIN:

T1010035

CFDA #:

93,778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

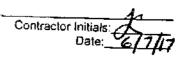




Exhibit B

- DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. <u>Medicaid Care Management</u>: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. <u>Medicaid Fee for Service</u>: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined
 as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in
 the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Referral, Education, Assessment and Prevention (REAP)	\$245,000	\$245,000
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$377,820	\$377,820
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$ 4,000	<u> </u>
Rehabilitation for Empowerment, Education and Work (REMENA)	\$ 3,945	\$ 3,945
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 25,000	\$ 25,000
Total	\$887,535	\$883,535

9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

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Exhibit B

Contractor Initials: Date: 6/7//7

Exhibit B

- 9.2.1. The Contractor shall provide invoices on Department supplied forms.
- 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
- 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for:

ACTIVITY	# OF UNITS/YR AND COST/UNIT	TOTAL
Coaching for Implementation Team		COST
& agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's	, , , , , , , , , , , , , , , , , , ,	
training	\$99 per person	• 405
Travel and copies		<u>\$ 495</u>
	Average \$450 per agency	\$ 450
		\$3.945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: 16 7/7



Exhibit B, Appendix 1

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Exhibit B. Appendix 1

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Exhibit B, Appendix 1

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Exhibit B, Appendix 1

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Exhibit B, Appendix 1

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Exhibit B, Appendix 1

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SPECIAL PROVISIONS

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

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

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs:

Exhibit C - Special Provisions

Contractor Initials

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Page 1 of 5



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

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

- 8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Exhibit C - Special Provisions



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

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

16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Exhibit C - Special Provisions

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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an engoing basis

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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Exhibit C-1



REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions. Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10, of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - **10.5.** The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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Exhibit C-1

- 10.6. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - **6.4.** The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

Exhibit C-1 - Revisions to Standard Provisions

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Exhibit C-1

- **7.5.1.** Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- **7.5.2.** Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- **7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- **6.** Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - **8.1.3.** Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees:
 - **8.1.4.** Failure to either justify or correct material findings noted in a DHHS financial review:
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to experid funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - **8.1.8.** Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - **8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12, before executing a subcontract or assignment;
 - **8.1.10.** Failure to attain the performance standards established in Exhibit A, Section 11:
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;

Contractor Initials

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Exhibit C-1

- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- **8.1.16.** Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - **8.2.5.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - **8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - **8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

Exhibit C-1 - Revisions to Standard Provisions

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Date 6717



- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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Exhibit C-1

- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

Contractor Initials

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Exhibit C-1 - Revisions to Standard Provisions

Page 6 of 10



- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

Contractor Initials

Date 6/7/17

Exhibit C-1 - Revisions to Standard Provisions

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- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - **14.1.4.** Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - **14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services:
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - **22.1.4.** To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

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Exhibit C-1 - Revisions to Standard Provisions

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Date

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Exhibit C-1

- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - **22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred:
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - **22.6.4.** The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - **22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- **22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1, of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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Exhibit C-1 - Revisions to Standard Provisions

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Exhibit C-1



REVISIONS TO EXHIBIT C. SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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Exhibit C-1 - Revisions to Standard Provisions

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New Hampshire Department of Health and Human Services 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 seg.), 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 seg.). 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 subcontractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- 1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition,
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - The dangers of drug abuse in the workplace;
 - The grantee's policy of maintaining a drug-free workplace; 1.2.2.

 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1,4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services Exhibit D



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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name: Scacoast Mental Health Center, de

tre 1, 2017

Name

Prespect, Board of Directors

Jasu Coleman

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2

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New Hampshire Department of Health and Human Services 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

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

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

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

Contractor Name: Scacoast Mental Health ConterIre.

<u> June 7, 2017</u> Date

Namq Title:

President, Board of Directors

Jasur Cikman

Exhibit E - Certification Regarding Lobbying

Contractor Initials

Date 6/7/17

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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

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction." "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- 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

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2 Contractor Initials 2 6/7/1

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New Hampshire Department of Health and Human Services Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Scacoast Mental Health Center, Inc.

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Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Contractor Initials

CU/DHHS/110713

New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

Exhibit G

Contribution of Compliance with requirements pertending to Federal Nondiscrimination. Equal Treatment of Faith-Based Organizations and Whistleblower protections.

Page 1 of 2

Date 6/7/7

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New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name: Seacoast Mental Health Center,

Inser Colemna of Dinches

Exhibit G

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New Hampshire Department of Health and Human Services 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.

Name

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Exhibit H - Certification Regarding Environmental Tobacco Smoke Page 1 of 1

CU/DHHS/110713

Exhibit I

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- "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
- 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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Health Insurance Portability Act Business Associate Agreement Page 1 of 6

Contractor Initials

Exhibit I

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or
- n. *Security Rule* shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards
- 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 Act.
- Business Associate Use and Disclosure of Protected Health Information. (2)
- Business Associate shall not use, disclose, maintain or transmit Protected Health a. Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- Business Associate may use or disclose PHI: Ь.
 - For the proper management and administration of the Business Associate; I. II.
 - As required by law, pursuant to the terms set forth in paragraph d. below, or
 - For data aggregation purposes for the health care operations of Covered 111.
- To the extent Business Associate is permitted under the Agreement to disclose PHI to a c. third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Exhibit (Health Insurance Portability Act Business Associate Agreement Page 2 of 6



Exhibit i

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

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- (3) Obligations and Activities of Business Associate.
- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

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

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

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Exhibit!
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initials

Date 6/7/2017



Exhibit t

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- Within ten (10) business days of receiving a written request from Covered Entity, g. 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.
- Within ten (10) business days of receiving a written request from Covered Entity for an h amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section
- Within ten (10) business days of receiving a written request from Covered Entity for a j. 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
- in the event any individual requests access to, amendment of, or accounting of PHI k. 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.
- Within ten (10) business days of termination of the Agreement, for any reason, the I. 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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6

Exhibit I

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

(4) Obligations of Covered Entity

- 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 PHL
- Covered Entity shall promptly notify Business Associate of any changes in, or revocation b. 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.
- Covered entity shall promptly notify Business Associate of any restrictions on the use or C. disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6)Miscellaneous

- Definitions and Regulatory References. All terms used, but not otherwise defined herein, a. shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- Amendment. Covered Entity and Business Associate agree to take such action as is b. 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.
- Data Ownership. The Business Associate acknowledges that it has no ownership rights C. with respect to the PHI provided by or created on behalf of Covered Entity.

Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved d. to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I Health Insurance Portability Act **Business Associate Agreement** Page 5 of 6



Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Second Mental Health Center, Lenc.
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	1. /1
Name of Authorized Representative	Name of Authorized Representative
Director	\sim \sim
Title of Authorized Representative	Title of Authorized Representative
(a) 17	6/2/2017
Cate	Date /

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Exhibit I
Health Insurance Portability Act
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Date 6/7/247



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

c 7,2017

- 9. Unique identifier of the entity (DUNS #)
- 10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: Seacoast Mental Health Center, Inc.

would Bons of Duredons Title

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

CU/DHMS/110713

New Hampshire Department of Health and Human Services Exhibit J



<u>FORM A</u>

be	low listed questions are true and accurate.		
1.	The DUNS number for your entity is: 188996185		
2.	In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		
	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?		
	NOYES		
	If the answer to #3 above is YES, stop here		
	If the answer to #3 above is NO, please answer the following:		
٠.	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:		

Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 2 of 2

Contractor Initials



State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Development Services of Strafford County Inc. dba Community Partners of Strafford County, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 113 Crosby Road Suite 1, Dover NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1 389 362
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.

Amendment #1

Page 1 of 3

- 5. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.





This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

5 23 19 Date

Name: Katja Fox Title: Director

Behavioral Health & Development Services of Strafford County, Inc. dba Community Partners of Strafford County

 $\frac{5}{\text{Date}}$

Name: Kathleen Boisclair

Title: President

Acknowledgement of Contractor's signature:

State of <u>New Hampshire</u>, County of <u>Strafford</u> on <u>May 21, 2019</u> before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Darlene E. Moore

Name and Title of Notary or Justice of the Peace

My Commission Expires: April 8, 2020

K.B.



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

	OFFICE OF THE ATTORNEY GENERAL
<i>le 2 241 9</i> Date	Name: Non J-Smith Title: Sn Host Hotel
hereby certify that the foregoi the State of New Hampshire a	ng Amendment was approved by the Governor and Executive Council of the Meeting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name:

Amendment #1

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Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 9. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite

Behavioral Health & Development Services of Strafford County, Inc. dba Community Partners of Strafford CountyExhibit A Amendment #1 SS-2018-DBH-01-MENTA-09-A01



Exhibit A Amendment #1

Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family goals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

Contractor Initials: K.B.
Date: 5/21/19



Exhibit A Amendment #1

3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)

- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC.for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 4.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 4.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

5. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 5.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.

6. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

- 6.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 6.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 6.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the

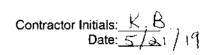




Exhibit A Amendment #1

assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.

- 6.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 6.1.3.1. Medication-related services,
 - 6.1.3.2. Case management services
 - 6.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 6.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 6.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 6.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 6.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

7. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 7.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:
 - 7.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.
 - 7.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional

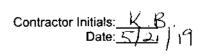




Exhibit A Amendment #1

equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.

- 7.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 7.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 7.1.3.2. Implement the solutions within forty-five (45) days.
- 7.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 7.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 7.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 7.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.
 - 7.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
 - 7.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
 - 7.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the

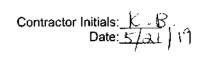




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exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual has relocated out of the Contractor's designated community mental health region

7.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

8. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 8.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, this service shall be provided.
- 8.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 8.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 8.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 8.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 8.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:
 - 8.3.2.2. Implement such solutions within 45 days.
 - 8.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.

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- 9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 9.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 9.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 9.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 9.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional



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DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

10. COORDINATED CARE AND INTEGRATED TREATMENT

10.1. PRIMARY CARE

- 10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance abuse services or both.
- 10.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual. This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 10.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

10.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE

- 10.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 10.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 10.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
- 10.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 10.2.2.1. Assertive engagement.
 - 10.2.2.2. Motivational interviewing,
 - 10.2.2.3. Medications for substance use disorders.

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- 10.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 10.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

10.3. AREA AGENCIES

- 10.3.1. The Contractor shall—use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 10.3.1.1. Services for those dually eligible for both organizations.
 - 10.3.1.2. Transition plans for youth leaving children's services.
 - 10.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 10.3.1.4. A process for assessing individuals leaving NHH.
 - 10.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 10.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

10.4. PEER SUPPORTS

- 10.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 10.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 10.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports
 - 10.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

10.5. TRANSITION OF CARE WITH MCO's

10.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be

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approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.

- 10.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 10.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

11. CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 11.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 11.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 11.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 11.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 11.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.
 - 11.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
 - 11.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
 - 11.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
 - 11.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.

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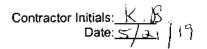




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- 11.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.
- 11.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 12.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 12.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

13. APPLICATION FOR OTHER SERVICES

13.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

14. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

14.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

15. QUALITY IMPROVEMENT

- 15.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.
- 15.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 15.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 15.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 15.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the

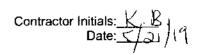




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Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.

15.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

16. MAINTENANCE OF FISCAL INTEGRITY

- 16.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 16.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 16.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 16.3.1. Days of Cash on Hand:
 - 16.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 16.3.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 16.3.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

16.3.2. Current Ratio:

- 16.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 16.3.2.2. Formula: Total current assets divided by total current liabilities.
- 16.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

16.3.3. Debt Service Coverage Ratio:

- 16.3.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 16.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.

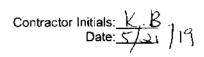




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- 16.3.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 16.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 16.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 16.3.4. Net Assets to Total Assets:
 - 16.3.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 16.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
 - 16.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
 - 16.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
 - 16.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 16.4. In the event that the Contractor does not meet either:
 - 16.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 16.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 16.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 16.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.
 - 16.4.2.3. The Department may request additional information to assure continued access to services.
 - 16.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 16.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement

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- 16.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 16.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 16.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

17. REDUCTION OR SUSPENSION OF FUNDING

- 17.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 17.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - 17.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - 17.2.2. Emergency services to all individuals;
 - 17.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
 - 17.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

18. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 18.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 18.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 18.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement





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cannot be reached, the Department shall control the expenditure of the unspent funds.

19. DATA REPORTING

- 19.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 19.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 19.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 19.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 19.5. General requirements for the Phoenix system are as follows:
 - 19.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 19.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - 19.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
 - 19.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - 19.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:
 - 19.5.5.1. All data is formatted in accordance with the file specifications;
 - 19.5.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 19.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
 - 19.5.6. The Contractor shall meet the following standards:
 - 19.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor

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- shall review the Department's tabular summaries within five (5) business days.
- 19.5.6.2. <u>Completeness</u>: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
- 19.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent One-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 19.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

20. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 20.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 20.2. Activities that may be funded:
 - 20.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 20.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 20.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 20.2.1.3. Software and/or training purchased to improve data collection.
 - 20.2.1.4. Staff training for collecting new data elements.
 - 20.2.1.5. Developing any other BMHS-requested data reporting system.
- 20.3. Other conditions for payment:
 - 20.3.1. Progress Reports from the Contractor shall:
 - 20.3.1.1. Outline activities related to Phoenix database;
 - 20.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 20.3.1.3. Include progress to meet anticipated deadlines as specified.



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21. HOUSING SUPPORT SERVICES

- 21.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 21.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

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Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency:

U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93.778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of

Contractor Initials:_



Exhibit B Amendment #1

Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 19	SFY20	SFY21
	Amount	Amount	Amount
Div. for Children Youth and Families (DCYF)	\$1,770	\$ 1,770	\$ 1,770
Consultation (BCBH)			
Emergency Services	\$84,598	\$ 84,598	\$ 84,598
Assertive Community Treatment Team (ACT)	\$225,000	\$ 225,000	\$ 225,000
- Adults			
ACT Enhancement Payment- Adults	\$25,000		
Behavioral Health Services Information	\$5,000	\$5,000	\$ 5,000
System (BHSIS)			
Modular Approach to Therapy for Children	\$4,000	\$5,000	\$5,000
with Anxiety, Depression, Trauma or Conduct			
Problems (MATCH) (BCBH)			
Rehabilitation for Empowerment, Education	\$3,945	\$ 6,000	\$ 6,000
and Work (RENEW) (BCBH)			
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Total	\$414,313	\$327,368	\$327,368

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which

Contractor Initials: K.B.
Date: 5/21/19

Exhibit B Amendment #1

identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. Emergency Services: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care In Emergency Departments and Emergency Services.
- 9.6. Assertive Community Treatment Team (ACT) Adults): The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL COST
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$225,00 0
	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5,000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 or 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or	of
ACT Enhancements	Responsibility for crisis services.	\$25,000

- 9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.
- 9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST

Contractor Initials:



Exhibit B Amendment #1

2020		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000
2021		\$250/Person X 10 People =	
	\$2,500	\$2,500	\$5,000

- 9.9. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.10. Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving	One time payment	\$10,000

- 9.11 General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.12 System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity it has supported.
- 10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: K. B. Date: 5 2 1 19

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 BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number: 0004489166



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2019.

William M. Gardner

Secretary of State

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business 1D: 455172

Certificate Number: 0004489162



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

I,Ann Landry(Name of the elected Officer of the Agency: cann	, do hereby certify that: lot be contract signatory)
1. I am a duly elected Officer ofBehavioral Head/b/a Community Partners(Agency Name)	alth & Developmental Services of Strafford County, Inc.
2. The following is a true copy of the resolution duly adop	oted at a meeting of the Board of Directors of
the Agency duly held on <u>May 21, 2019</u> : (Daté)	
RESOLVED: That thePresident(Title of Contract	et Signatory)
is hereby authorized on behalf of this Agency to enter int execute any and all documents, agreements and other in or modifications thereto, as he/she may deem necessary	nstruments, and any amendments, revisions,
3. The forgoing resolutions have not been amended or re	evoked, and remain in full force and effect as of
the <u>21^{S+}</u> day of <u>May</u> , 20 <u>19</u> . (Date Contract Signed)	
4Kathleen Boisclair is the duly elected (Name of Contract Signatory)	edPresident (Title of Contract Signatory)
of the Agency.	(Signature of the Elected Officer) Ann Landry
STATE OF NEW HAMPSHIRE	
County ofStrafford	
The forgoing instrument was acknowledged before me t	his 2154 day of May, 2019.
By <u>Ann Landry</u> (Name of Elected Officer of the Agency)	
	(Notary Public/Justice of the Peace)
(NOTAR': SEAL)	
Commission Expires: April 8, 2020	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2019

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 have ADDITIONAL INSURED provisions or 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				CONTAC NAME:	TICKETT IN				<u>-</u>
FIAI/Cross Insurance					PHONE (603) 669-3218 FAX (A/C, No): (603) 645-4331				
1100 Elm Street	E-MAIL hhill@crossagency.com								
					INSURER(S) AFFORDING COVERAGE				
Manchester			NH 03101	INSURE	RA: Philadelp	hia Indemnity I	Ins Co		18058
INSURED		•		INSURE	Granite S	tate Health Ca	ire and Human Service	s Self-	
Behavioral Health & Developme	ntal Se	ervice	s of Strafford County Inc.	INSURE					
DBA: Community Partners				INSURE					
113 Crosby Road, Ste 1				INSURE		••••			
Dover			NH 03820	INSURE				<u> </u>	
	TIEIC	ATE I	NUMBER: 19-20 All	INSURE	N.F.:		REVISION NUMBER:	<u> </u>	
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	INSD	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP {MM/DD/YYYY}		LIMITS	
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	5 1,000	0.000
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence	s 100,	
							MED EXP (Any one person)	10.0	00
Α			PHPK1902228		11/01/2018	11/01/2019	PERSONAL & ADV INJURY	1.00	0,000
GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE		0,000
POLICY PRO-							PRODUCTS - COMP/OP A	GG \$ 3,00	0,000
OTHER:							Employee Benefits	\$ 1,00	0,000
AUTOMOBILE LIABILITY	 			-			COMBINED SINGLE LIMIT (Ea accident)	s 1,00	0,000
ANY AUTO							BODILY INJURY (Per perso	on) \$	
△ OWNED SCHEDULED			PHPK1902225	11/01/2018	11/01/2018	11/01/2019	BODILY INJURY (Per accid	ent) \$	
HIRED NON-OWNED						PROPERTY DAMAGE	3		
AUTOS ONLY AUTOS ONLY						(Per accident) Medical payments	s 5,00	0	
X UMBRELLA LIAB X CCCUR	<u> </u>						EACH OCCURRENCE		0,000
A Francisco	1		PHUB653220		11/01/2018	2018 11/01/2019			0.000
CLAIMOPRIADE	+		1110000000	1,70,72011			AGGREGATE	- • · · ·	<u> </u>
DED RETENTION \$ 10,000 WORKERS COMPENSATION		\vdash					➤ PER OF E	# # # # # # # # # # # # # # # # # # #	
AND EMPLOYERS' LIABILITY Y/N								s 500,	000
B ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	ļ	HCH\$20190000097 (3a.) N	IH 02/	02/01/2019	02/01/2020	E.L. EACH ACCIDENT	500	
(Mandatory In NH) If yes, describe under							E.L. DISEASE - EA EMPLO	, EE 4	
DESCRIPTION OF OPERATIONS below	 	 	<u></u> .				E.L. DISEASE - POLICY LI	MIT 5 500,	
Directors & Officers			DUCD1202724		11/01/2018	11/01/2019	Limit	5.00	0,000
A		ļ	PHSD1393734		11/01/2016	1170172019	Deductible	35,0	·
	<u> </u>	<u> </u>			ļ <u>.</u>		L	35,0	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	.co pro	, one I	I PURIO EN INSTITUTO OU INCUITATION DE LA COMPUNITATION DE LA COMP	, may be a	THE PROPERTY OF THE PROPERTY O	in industry			
CERTIFICATE HOLDER				CANC	ELLATION				
State of NH Dept of Health & H	uman	Servi	ces	SHO THE ACC	OULD ANY OF T	DATE THEREO TH THE POLIC	ESCRIBED POLICIES BI F, NOTICE WILL BE DE Y PROVISIONS.		DBEFORE
			AUL				1 01		
Concord			NH 03301				l Gu		
						© 1988-2015	ACORD CORPORAT	TION. All rig	hts reserved.



113 Crosby Road Suite 1 Dover, NH 03820 (603) 516-9300 Fax: (603) 743-3244

50 Chestnut Street Dover, NH 03820 (603) 516-9300 Fax: (603) 743-1850

25 Old Dover Road Rochester, NH 03867 (603) 516-9300 Fax: (603) 335-9278

A United Way Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

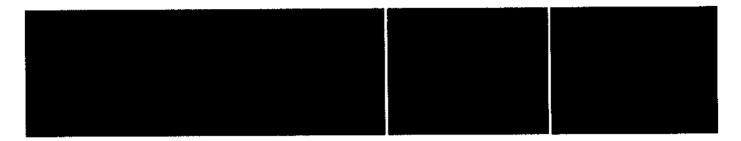
We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.







CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2018 and 2017

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional revenue and expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners and Subsidiaries

Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2018 and 2017, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matter

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire October 23, 2018

Consolidated Statements of Financial Position

June 30, 2018 and 2017

	<u>2018</u>	<u> 2017</u>
ASSETS		
Cash and cash equivalents Restricted cash Accounts receivable, net of allowance for doubtful accounts Grants receivable Prepaid expenses Property and equipment, net	\$ 3,653,350 93,425 888,387 58,222 379,559 2,064,440	99,423
Total assets	\$ <u>7,137,383</u>	\$ <u>7,159,466</u>
LIABILITIES AND NET ASSETS		
Liabilities Accounts payable and accrued expenses Estimated third-party liability Loan fund Notes payable	\$ 2,134,786 1,121,051 89,383 845,882	\$ 1,963,800 1,311,720 89,294 1,083,830
Total liabilities	4,191,102	4,448,644
Net assets Unrestricted Temporarily restricted	2,862,889 83,392	2,593,985 116,837
Total net assets	2,946,281	2,710,822
Total liabilities and net assets	\$ <u>7,137,383</u>	\$ <u>7,159,466</u>

Consolidated Statements of Activities

Years Ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Changes in unrestricted net assets		
Public support and revenue Medicaid revenue	\$ 26,026,898	\$ 23,324,616
Medicare revenue	161,239	184,278
Client resources	1,685,020	1,613,918
Contract revenue	1,517,328	1,461,970
Grant income	579,929	613,657
Interest income	209	46
Other program revenue	376,241	328,173
Public support	81,380	71,576
Other revenue	86,683	173,780
	30,514,927	27,772,014
Total public support and revenue		
Net assets released from restrictions	42,366	<u>47,114</u>
Total public support, revenue, and releases	30,557,293	27,819,128
Expenses		
Program services		
Case management	938,043	854,809
Day programs and community support	4,429,035	3,984,617
Early support services and youth and family	3,751,013	3,290,272
Family support	530,399	562,283
Residential services	5,316,539	4,873,525
Combined residential, day and consolidated services	7,662,051	7,100,007
Adult services	2,443,596	2,241,375
Emergency services	561,016	399,991
Other	<u>1,516,784</u>	1,195,379
Total program expenses	27,148,476	24,502,258
Supporting services		
General management	<u>3,139,913</u>	<u>3,063,444</u>
-	20 200 200	27 565 702
Total expenses	30,288,389	27,565,702
Change in unrestricted net assets	268,904	253,426
Changes in temporarily restricted net assets		
United Way allocation	8,921	17,251
Grant income - New Hampshire Department of Transportation	-	146,374
Net assets released from restrictions	{42,366]	<u>(47,114</u>)
Change in temporarily restricted net assets	(33,445)	<u> 116,511</u>
Change in net assets	235,459	369,937
Net assets, beginning of year	2,710,822	2,340,885
Hot assets, peginning or year		
Net assets, end of year	\$ <u>2,946,281</u>	\$ <u>2,710,822</u>

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

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2018

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Rendential Services	Combined Residential, Earl and Consolidated Services	Adull Service	<u>. </u>	Emergebby Services	Other	Total Program	General Management	Total
Public support and revenue								_					
Madicald revenue	920 907	\$ 3.487,187	3 754.071	\$ 250 436	\$ 4.148,881	\$ 7,987 299	\$ 2981.		4 44,078	\$ 41,483	\$ 26,01¢ 264	.	3 28.024 344
Madicare reverse		10,867		,	-		150				161,239	-	181 239
Chart resources	32,066	66.442	344.211		705,966	342,763	169.		22,087	2 602	1 645 020		1.885 020
Contract revenue	75 994	317,384	402,960	76,179	11,000	48.470	42 .		174,350	154,888	1,305 509	211.519	F \$17 328
Grant Income		30,180	97,766	14,885	-	994	54.	75B	1,127	373,378	676.079	3.950	579.929
Interest Incorres			-									204	209
Other program nevanue		92.070	28 676					731		750.402	370,241	8,000	376.201
Public support	10,444	4 197	3 865	19.347	77	3,391		106		30,206	73,951	7,429	\$1,360
Other recenue	1.195	2 445	102	50	24 54 1	24		100		36,156	75 764	10.818	16,66)
Total functional public support and revenue	1,042,907	4 410,968	4.630 006	371,479	0.004,595	B 380,841	3 413.	494	245 650	892,572	30,274.101	240.228	30.514.927
Not seems minerally from restrictions	1,377		7,544	<u> </u>		<u> </u>		<u>. </u>		33 445	42.364	<u>·</u>	42.345
Tatal public support reverse and referees	1,042,284	4 410.958	4 637.540	371,879	£ 488,585	8 380.541	3,417	496	745 650	828 017	30,317.047	240,324	30,567,293
Loven													
Salares and weeks	673,643	2 336,200	1,363,475	135,458	482,221	1 947 740	1,724	418	234 968	177,673	10.765.116	2.012.518	17,757,634
Employee bereits	127,359	581 833	317,656	30,737	145,144	208.042	170.	400	47 500	234,267	2.033,947	401.027	2,434,970
Payrol tures	42,140	184,335	172,516	10,428	48,224	146,540	67	419	17,267	74,470	796,176	136,186	834,362
Contracted substitute stell		1,344	2,600	-			2.	800	-		13.968	\$3,702	67.670
Cleri irealment services		9.212	3.010	222.841	2,938,788	1 943,296	2	910	2	11,350	5,149,344	247	5,169,633
Clark Remove	10.027	58 897	113,227	1,825	160	141,045	53	106	1		379,518		379,522
Professional fees and consultants	37.541	83 663	00.725	0,748	23 952	41,448		579	225 745	27,758	578,788	15.367	841.552
Subcontractors	31.0 0 1	394 867	**.125	-,,	1,241,200	2 707.623	• • • • • • • • • • • • • • • • • • • •		******	,	4,443,090		4,443,890
	1.196	17 675	70.734	7,758	2 821	8,842	- 13	858	905	6.274	79.777	19,701	149,048
Staff denelopment and hamiling Rand	1.190	86 46L	54 495	*,130	3 190	27,810		.836	5.004	38,153	280 410	15,544	276.964
Utilian	8.504	44 974	19.009	1,512	8 947	12,402		800	4.714	28,234	135 999	27,832	163,831
Building menteronce and repairs	22 214	5D 614	40.203	3,802	37 150	63.621		894	512	20.068	253.804	30,941	192,752
Other parameters south	3,623	42 479	13 613	844	3 623	3.454		715	• • •	23.752	[P2.402	6,452	100.034
	12,141	46 300	67,182	2,545	18.675	10.020		784	4.734	29.762	287,795	75,872	363,667
OKer	3,303	20 554	10.429	649	7,551	5.792		076	500	8 5 1 1	82 288	8,782	71.04T
Soliding and housing	1,688	19 196	4,963	7,543	4075	61.984		424	57	8.747	100.300	2,060	111,360
Citora consumables	1,000	17 100	540	****	372			807	4	E44	2.001	733	3,774
Netod	11.69đ	44,252	37.422	2,356	7.017	10 002		619	2 559	12,034	153 75A	26,593	140,351
Equipment membersence	11.690 22.004	113,002	76,373	4.492	23,460	35 7Q#		124	6 719	22.710	354 604	82,094	+36,895
Cepreciation		113,842	/0,373 877	es7	2560	219		.103	13	348	5515	143	8.394
Adverture	440	1,724	3.792	63/	-	417		,102		343	4 175	30	4,295
Printing		-				6.414		,198	3,714	16,300	123 034	24 979	147,044
Telephyne and contravaluations	9 090	20.620	30,627	1.984 182	3.61J 675	1201		226	475	1450	19.410	1 8 3 7	21.047
Postage and shisting	141	4,764	3,836			157 383		.107	2.775	27.680	481 643	16,600	500.243
Trensportation	14 023	200,501	41,840	4.807	11 720				2,770	29,167	189,039	1,680	200,719
Assistance to Individuals	16 244	1,371	1 8 16	PT.076	4.077	55,346		828			193,944	30,944	214,449
Residence	12 211	80 414	40 871	2,596	12 471	18,967		,)21	2.831	11.455 97.795	183,844 98 281	12,306	198,597
Mambership dues	47	1,487	4,741	19	. 4	73		.082	16		28 118	72,306	33.945
Mered	7.15h	9.715	3.948	407	2 997	4,758	2	.047	237	2 774		4.306	20,239
Other		1 101			1 307			-		19 773	21 934		
Total expensed	W38.043	4 429,035	\$ 751,013	530 799	5 316 539	7.862.051	2,443		581.D16	1.515 744	27,140.476	3,136 8 13	30,344 319
Increase (decrease) in unrestricted not assets	3 104 241	3 (18,069)	1 646.530	\$ (154 529)	1,577,048	\$ 718,680	2 949	900	1 (315 344)	\$ (590.767)	3, 164 591	1 (2.609 687)	3 288 964

Consolidated Statement of Functional Revenue and Expenses

Year Ended June 30, 2017

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Combined Resilential, Bay and Consolidated Services	Adult Services	Emergency Sorvices	Other	Total Program	General Management	Teptopi
Public support and revenue												1 71 174 618
Medicaid sprenue	\$ \$46,044	§ 3 746.182	6 1.216.088	\$ 284,257	\$ 8.345,350	7,151,548	\$ 2 530.450	\$ 71,350	\$ 36,402	6 23,324,616	•	
Modeare reverse		14,383		-			189 885	-	-	184.270		184 270
Client resources	30,006	\$4,783	352,250	-	661.523	345,283	1,72 200	20.335	-	1,849.484	(32,566)	1,613.918
Contract reviews	85,212	284,942	372,377	75,473		35,122	12 490	143 941	170,021	1,160.008	301,962	1,461,970
Grant Inscrine	-	79,182	78,903	26,971	4,866	4,323	50 202		347,799	803.246	10,411	613,667
Interest income	_										45	46
Other program revenue		79,307							242,844	322.173	6.000	328,173
Public nepert	18 559	6 768	2,423	11,815		650	500		26,194	63,907	7.549	71,878
	461	4 244	54		23,125	1 \$41	12 943	>4	118,701	161 579	12244	173 780
Other reverue			<u> </u>									
Total functional public support and severa-	828 508	4.309 1 79	4.042.103	390,818	5.074.864	7 534 945	2.954 572	243 701	\$40,983	27 466.248	305,766	27 772 014
Night graphing pripaged from restrictions	4 187	<u>.</u>	13,064					<u>-</u>	29,863	47,114		47 (14)
Total public support, revenue and released	PK2 397	4,309 639	4,055 167	398,914	8 074 864	7 514.966	2.950.072	243.701	970,844	27 513,362	306,766	27 619,126
Experience												
Salaring and various	522,318	2 004,023	2,063,440	137 938	803,077	1,706 818	1,492,731	253,990	642,244	9,445,812	1.920.961	11.344.573
Carrier and America	122,478	600.247	475,848	34 084	141,183	194 172	200,707	55.509	211.086	1,936,361	429,110	2,365,471
Proteil Made	38 874	163,381	150,111	10.341	44,954	128 301	\$2,174	18.509	43.546	700,536	133.022	\$34,257
Contracted autostitute staff		7,692								7 862	15,500	73,471
Chiral Insulation as services		7,119	4,550	240,453	2 134 383	1.744 752	2,176	-	23,101	4,958,823	420	4 957 043
	23.673	25.7	93.662	1,844	13,304	21 591	77,084			220.000	1.784	228,673
Check therapies		56.343	88.470	4.377	21 342	12 044	47,863	31 474	21,329	321,441	77,851	389,312
Professional tees and consultants	49 170		58.473	4.317	1,016 731	2.831 957	47,803	41472	•	4 347,759		4.341,758
Suboenvaciora		500,071		2.017		4 909	12,171	1.213	5.577	61,777	31,522	83,288
Sint sevelopment and transing	2.504	12,738	17 472	2.017	2 721	19,900	71,706	1,440	25.683	250.843	16.351	285.91.4
Rad	-	£1,755	55 079		2 700		21,200	6,23 6	20,024	133,339	43.633	178.977
Utilities		43,781	10.477	1 627	4 168	17,710				221 821	62,341	194,277
Building maintenance and report	757	41,473	37,649	5 447	6,619	47.430	45,717	445	14 344			100,507
Other accupancy scuts	3,444	39,665	13.488	777	2 378	6.576	9,142		10,463	B4 823	5.544	
DMc	7,764	41,040	45.543	2 104	8 104	4.277	29 150	ř. 126	12 646	182 8 5 0	62,156	225,009
Building and housing	47	15,480	6.618	720	1,841	5.221	7 441	467	4 547	42 490	14.424	58 814
Cheri consumbles	362	28,638	2,251	6,587	4.204	79,542	1,907	197	1 351	130 047	4 046	138.142
Medical		397	401		20		. 188	H	336	2 122	174	2 298
Egypromi stakistation	3.446	32,943	38,474	2.048	4.010	7,747	18.113	3,281	10 072	112,447	20 749	130.015
Deprecation	29 263	124,951	52 DO3	0.070	30,515	34,514	37,677	6 189	24,441	363 538	20 624	442 753
Advertising	192	671	569	40	146	224	868	78	2.155	4 934	7 255	£ 249
	209	571	4 4 4 4	77.	131	203	338	71	295	1,444	1,174	1 411
Printing	12.003	24.445	34919	2.616	3,145	7,041	74 748	2,065	13,554	129,040	31,403	157 449
Talephere and communications	736	4.597	4,048	214	P01	1.016	2 040	840	2,824	17,663	6,104	23.967
Postage and stepping	13.822	199.542	37 539	3,074	18 413	133,494	22 737	2 042	19.591	447,284	Z1.085	449,383
Transportation			1.573	90.918	2.440	18 222	507		26,349	L70.P17	1,015	171 137
Applet spece to insiridualit	13,484	20.314		10.978 2.497	9,440 9,153	11 550	22 280	104	1.045	129.794	21,707	151,601
[hippings	£.321	36,103	28,506		W,163	165	3,457	154	177	7.239	89,153	75.392
Stambarship dues	132	1 414	1,226	40			4 358	516	4,933	40.643	4 904	45.587
interesi	***	15 224	4,756	813	2 706	6.176		316	25,527	25,120	(349)	25,231
Other		182	103				92					
Total quantities	\$54,809	3.944 617	3 200,272	682 283	4 673 525	7 100 007	2.241,375	799 991	1.195.378	24 502,258	3,063,444	27,565,702
incusses (decrease) in prospinitive nel assails	\$ 107,583	1 325,222	\$ 744,898	3 (947,347)	1 1201,339	1 438 656	\$ 717,297	\$ (158.299)	1 (21,533)	3 3.011,104	1 (2,757,878)	3 253,426

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

Consolidated Statements of Cash Flows

Years Ended June 30, 2018 and 2017

		<u>2018</u>		<u>2017</u>
Cash flows from operating activities Change in net assets Adjustments to reconcile change in net assets to net cash provided by operating activities	\$	235,459	\$	369,937
Depreciation Change in allowance for doubtful accounts Grant revenue for capital purchases Gain on sale of assets (Increase) decrease in		436,895 44,946 - (775)		442,753 (180,000) (146,374)
Restricted cash Accounts receivable, trade Grants receivable Prepaid expenses Increase (decrease) in		5,998 91,989 (7,881) (19,170)		3,234 684,425 200,495 (168,374)
Accounts payable and accrued expenses Estimated third-party liability Loan fund	_	170,986 (190,669) <u>89</u>	_	(35,598) 930,248 90
Net cash provided by operating activities	_	767,867	_	<u>2,100,836</u>
Cash flows from investing activities Acquisition of equipment Proceeds from sale of equipment	_	(353,892) 77 <u>5</u>	_	(605,971) <u>-</u>
Net cash used by investing activities	_	(353,117)	-	(605,971)
Cash flows from financing activities Proceeds from long-term borrowings Principal payments on long-term borrowings Grant revenue for capital purchases	_	(237,948)	_	321,350 (366,763) 146,374
Net cash used by financing activities		(237,948)	_	100,961
Net increase in cash and cash equivalents		176,802		1,595,826
Cash and cash equivalents, beginning of year	_	3,476,548	-	1.880.722
Cash and cash equivalents, end of year	\$ ₌	<u>3,653,350</u>	\$_	3,476,548

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

		<u>2018</u>		<u>2017</u>
Funds received Funds disbursed	\$	30,156 19,685	\$ 	25,074 23,131
	\$ _	10,471	\$_	1.943

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$	370,780
Funds disbursed	-	<u>277,309</u>
	\$_	93,471

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Use of Estimates

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

Basis of Presentation

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

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

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

<u>Permanently restricted net assets</u> - Net assets subject to donor-imposed stipulations that they be maintained permanently by the Organization. As of June 30, 2018 and 2017, the Organization had no permanently restricted net assets.

Contributions

Contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose 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. The Organization records donor-restricted contributions whose restrictions are met in the same reporting period as unrestricted support in the year of the gift.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent repurchase agreements as of June 30, 2018 and 2017.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. As of June 30, 2018 and 2017, allowances were recorded in the amount of \$416,046 and \$371,100, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the assets' useful lives. The Organization reclassifies temporarily restricted net assets to unrestricted net assets at that time. Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

During 2017, the Organization updated its fixed asset capitalization policy from \$500 to \$2,000.

Estimated Third-Party Liability

The Organization's estimated third-party liability consist of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Functional Allocation of Expenses

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

2. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2018 and 2017, the Organization held cash totaling \$89,383 and \$89,294, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2018 and 2017, the Organization held cash totaling \$4,042 and \$10,129, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

3. Property and Equipment

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land and buildings Building improvements Vehicles Equipment and furniture	\$ 1,908,893 1,687,705 848,507 <u>2,831,525</u>	\$ 1,859,893 1,713,390 912,549 3,051,825
	7,276,630	7,537,657
Less accumulated depreciation	<u>5,212,190</u>	<u>5,390,214</u>
	\$ <u>2,064,440</u>	\$ <u>2,147,443</u>

4. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 0.5%-1% over the bank's stated index, which was 2.85% and 5.25% at June 30, 2018 and 2017, respectively. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2018 and 2017, there was no outstanding balance on the line of credit.

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increases to 1.75% over the FHLB index., which was 2.85% at June 30, 2018. The line of credit has a maturity date of October 6, 2024.

5. Notes Payable

Notes payable consisted of the following:	<u>2018</u>	<u>2017</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 181,885	\$ 222,513
Note payable to a bank, payable in monthly installments of \$9,985, including interest at 3.37%, through September 2019 with one final payment which shall be the unpaid balance at maturity; collateralized by certain equipment.	146,556	259,252
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%, through April 2021 with one final payment of all unpaid principal and interest due at maturity; collateralized by certain real estate.	114,621	154,285
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	125,060	140,053
Note payable to a bank, payable in monthly interest only installments through January 2018 at which time monthly principal and interest payments totaling \$2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	117,996	131,350
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	<u> 159,764</u>	176,377
	\$ <u>845,882</u>	\$ <u>1,083,830</u>

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

5. Notes Payable (continued)

The scheduled maturities of long-term debt are as follows:

2019	\$	253,825
2020		17 1 ,365
2021		139,294
2022		109,582
2023		59,322
Thereafter	_	112,494

\$ 845,882

Cash paid for interest approximates interest expense.

6. Temporarily Restricted Net Assets

At June 30, 2018 and 2017, temporarily restricted net assets were \$83,392 and \$98,127, respectively. The Organization's restricted assets consist of vehicles and equipment contributed to the Organization from the State of New Hampshire under grant programs. The contributed vehicles are to be used for the transportation of the Organization's clients.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$275,954 in 2018 and \$266,914 in 2017.

Future minimum operating lease payments are as follows:

2019	\$ 378,399
2020	387,467
2021	370,685
2022	355,091
2023	289,787
Thereafter	2,473,650
	\$ <u>4,255,079</u>

Notes to Consolidated Financial Statements

June 30, 2018 and 2017

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2018 and 2017, approximately 85% and 84%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	<u>2018</u>	<u>2017</u>
Developmental Services Behavioral Health Services	\$ 549,635 115,373	\$ 834,364 106,029
	\$ <u>665,008</u>	\$ <u>940,393</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022. The Organization is currently in the process of extending its designation with the Bureau of Developmental Services.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, Department of Health and Human Services, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2021.

Notes to Consolidated Financial Statements

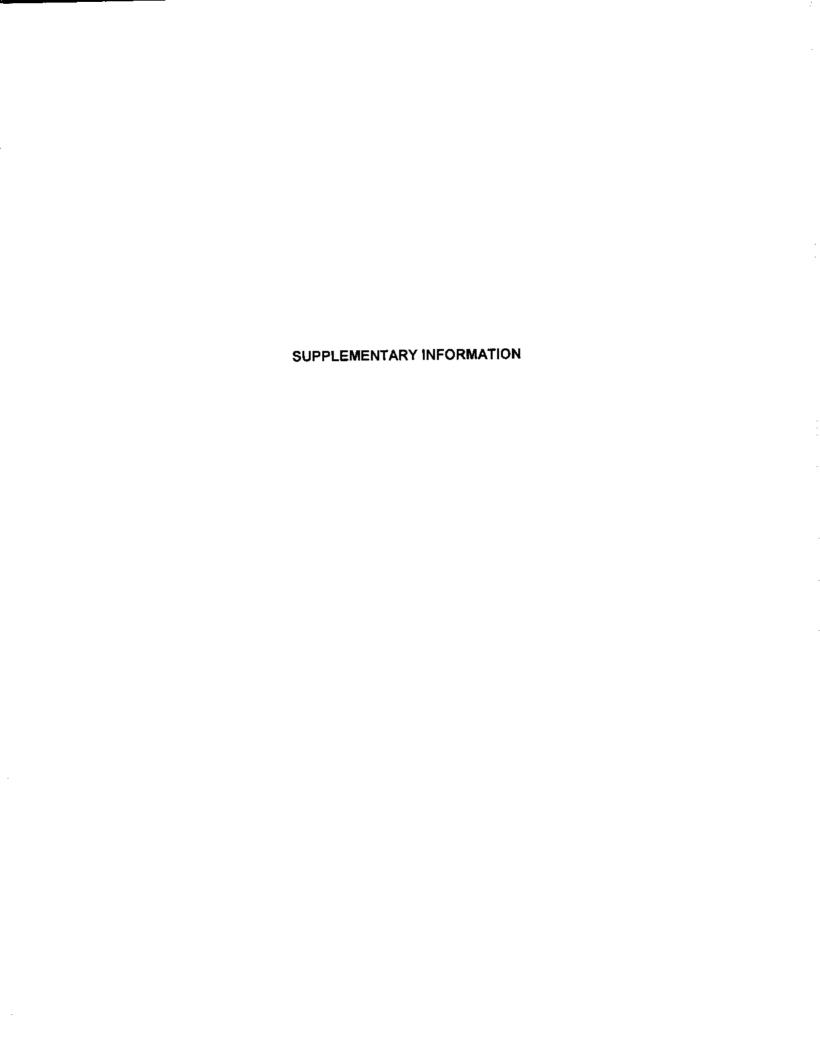
June 30, 2018 and 2017

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2018 and 2017, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2018 were \$231,226 and during the year ended June 30, 2017 were \$223,108. The total expense for the year ended June 30, 2018 for the Developmental Services division was \$126,015, and for the Behavioral Health Services division was \$105,211. The total expense for the year ended June 30, 2017 for the Developmental Services division was \$124,981, and for the Behavioral Health Services division was \$98,127.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 23, 2018, which is the date that the consolidated financial statements were available to be issued.



BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DISIA COMMUNITY PARTNERS AND SUBSIDIARIES Consolidating Statements of Financial Position

June 30, 2018 and 2017

			1100						2017			
	Duvelopmental Secvices	Behavioral Health Services	Lightbouse Management Surices	Community Partness Foundation	Eliminadons	Contolidated	Davelopmental Servicas	Behavioral Health Services	Lighthouse Management Services	Community Partners Ecundation	Elimenalene	Consolidated Iolais
ASSETS Cost and costs agrivators Restricted used Accounts residually and of allowance for doubtful accounts Of min recoverable Propulation and the state of the s	1,741,556 1 91,426 91,426 91,626 12,190 91,659	248,676 248,676 47,78 967,389 344,616	708	\$3,471	(84,186)	5,4651,350 93,426 948,307 68,231 379,559 2,084,440	\$ 2 346,426 99,423 90,423 92,431 126,522 81,974 1,792,348	1.199 846 37 690 173,887 385,085	3 0,657	989,000	(1,037,566)	3,476,548 98,423 1,025,322 50,341 360,389 - 2,147,443
Total assets	1 4501.492	198'361		13.47	1162,712)	1,137,383	\$ 5352.027	2,635,061	\$ 8.910	83,000	<u>, (118540</u>) 3	7,159,455
LABILITIES AND NET ASSETS (DEFICIT)												
Labilitee Accounts payable and accrued expenses Returbalite advances Coan fund Nones sayable	6 1,749,974 : 940,767 99,363 731,260	180,284	2,696		\$ (61,156)	\$ 2,134,768 1,121,061 49,393 845,892	\$ 2,559,068 1,063,873 88,264 929,544	\$ 432,354 227,647 154,200	B,944		\$ (1,037 568) \$	1,983,800 1,311,720 88,294 1,083,830
Total bahilibes	3,511,404	738,154	2.536		(\$1.15£)	4,191,102	4.681.779	814.467	3.34		13.937.3550	4 448,644
Not seems (deflox) Univestitional Temporality evaluated	994,696	1,666,193	[1,912]	17,471	(81,559)	3,062,669	573,411	2 020.574	(1 026)	83.000	[81,974]	2,593,985
Total net secuts (deficil)	1,973,000	1,868,192	(1,912)	127'16	(91,559)	2.945.281	690 248	2,020,574	(1.025)	93,690	(\$1.974)	2,710,822
Total labelibre and net assets (deflot)	\$ 4.539.492	2.896.361	4 T	1777	4112711	\$ 1137.381	\$ 5.152 027	2,815,001	\$ 8318	\$ 83.000	(113.549)	7,159,466

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. DIBIA COMMUNITY PARTINERS AND SUBSIDIARIES
Consolidating Statements of Activities
Years Ended June 30, 2018 and 2017

			3018			ļ			2017			
	Developmental SEC/FRE	Behavioral Health Sacylone	Ughthouse Management <u>Sarvicas</u>	Community Partners Foundation	Elminetions	Consolidated <u>Totala</u>	Developmentsi Saltytas	Sehavioral Health Services	Lighthouse Management Sences	Community Partners Foundation	Elmanations	Consolidated I stats
Changes in uncontroted net assets (deficit)											•	210 104 44
Public support and revenue	\$ 19,441,032	0 0,545,000				1 25,028,898	\$ 17,477,740	5,646,876				184,278
M pdcup revenue	•	161,234	•	•		1485 020	1 223,082	380,858			•	1,013,918
Chant resources	1,314,814	370,502			• •	1.617.328	501,151	916,038	•			1.481.970
Contact revenue	169,762	420,177		1	٠	679,620	221,885	301,772	•			9
Interest income	•	30%		•	• •	378.241	328.173			•	•	328,173
Other pregram income	176,24	4 637		30.154	•	11,380	40,755	6.247	•	25,074	-	71,576
Public tupport	16.318	40,335	9.042		(18.533)	10.683	136,713	39.010	199,302		(102.242)	78. C
Contract long for the second section of the second	22.076.785	8,418,487	1,062	30,156	(19,633)	30,814,927	20,028,979	7,718,804	100,302	25 074	(102.246)	27 7/2:014
	75 W.	•	'	'!	1	42,314	41.356	\$7.58				47.114
	22	4.410.467	9.062	30.169	(19.833)	30,657,293	20,070,335	7.725 662	100 302	25.074	(102.245)	77.819.128
Total public support frameway and received the	•											
Expenses Program services				•	,	939.043	808 1758	•	•	•	٠	854,909
Cotto management	3.621.220	107,807	•		•	4,429,035	3,287,428	697,189				3 290 272
Early support services and youth and family	1,234,100	2,616,913	•			8.787,0 880,088	562,283				•	562 283
Family aupport	\$100,000 \$10		٠.			6,318,539	4,873,525		1			7 100.007
Combined residential, day and consolidated services	7,682,081	' 1	•	•	٠.	7,642,051	182,602	2,048,773		•		2.241.375
A Guilt services	184,446	661 115	• •			\$10,118	'	399,981	•	•		399.981
Emergency services Other	444,204	1,008,005	1,945	12,636	(9.948)	1,516,784	406 109	766.139	101.271	25.111	137.00	200000
Total program expenses	19,445,010	7,143,741	1,048	10,035	(375'6)	27,148,478	18,192 658	6,286,489	101.271	23,131	11/2/101)	24 502.238
Supporting convices General management	1.762.855	1,367,067				1,128,813	1,668,104	1,397,349				3,063,444
19/11 aspenden	21.017.065	8.670.538	2	19,605	(9.948)	30,248,189	19.656.742	7.603.629	101.273		175(3)	201.000.12
Change in unrestricted net assets (deficid)	421,715	(112,391)	(998)	18,471	19,345	261.904	211 593	41.633	RDS.			
Changes at temporarily restricted net seretti	0,924	•	•	•	•	1,921	11,493	5.75	•	, ,		17.251
Grant income		•	•	•	•	(42,366)	(4) 356	(5,752)				:47.114)
Net assets released from restrictions	166.34					1977	118.511	i	•			118.511
Change in temporarily restricted not assets	13.448)					100	100.000	41.833	(898)	1,943	(974)	369,837
Change in net masets (deficit)	387,640	(162,381)			Town A.		AA4 CAF	1 978 741	<u> </u>	11.057	181,000	2,340,885
Net assets (peficit), tegywang of year	490.244	2,020,674	(1.028)		6/1	***		2000 674	4 CO 20	83 000	187.974	\$ 2713.822
Net useats (deficit, and of year	1,078,088	1,864,193	518.1	1.77	181.658)	77.44.73	1					



Community Partners BOARD OF DIRECTORS 2019-2020

PRESIDENT Kathleen Boisclair (Joined 9/25/12) TREASURER
Anthony Demers (Joined 01/20/15)

VICE PRESIDENT
Wayne Goss (Joined 1/28/14)

SECRETARY Ann Landry (Joined 08/23/2005)

Ken Muske (Joined 03/05/02)	Kerri Larkin (C) (Joined 11/23/10)	Bryant Hardwick (Joined 2/22/11)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Gary Gletow (Joined 10/23/18)
Paula McWilliam (Joined 12/18/18)		

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, NH

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impeding bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that
 advance human service causes including chronic illness, elder services, supporting
 families of children with chronic illness, mental health court, sexual assault victims,
 employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

Brian Collins Page 2

and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

Executive Director The Plus Company, Nashua, NH

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989 Program Planning and Review Specialist New Hampshire DMHDS, Concord, NH

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins Page 3

1982 - 1985 Quality Assurance Administrator, Training Coordinator, New Hampshire DMHDS

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

Masters in Public Administration, University of New Hampshire BA, Communications, Boston College Evening School

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

Suzanne Bagdasarian



Business Experience

2001 - Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 - Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 - 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- · Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversite for cash management, accounts
 payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial
 analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager - 1999-2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department - 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Financial & Utilization Analyst- 1994 - 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 - 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

CURRICULUM VITAE

NAME

Robert John Allister, M.D.

ADDRESS

25 Old Dover Rd.

Rochester, NH 03867

(603) 35-6470

CERTIFICATION

Diplomate National Board

of Medical Examiners

1974

American Board of Psychiatry

and Neurology

1980

LICENSURE

Pennsylvania, Wisconsin, California,

Maine, New Hampshire,

EDUCATION

University of Wisconsin Hospitals

Madison, WI

Psychiatric Resident

1972-1975

Chief Resident

1974-1975

University of Wisconsin Medical School

Madison, WI

M.D.

1973

Carthage College Kenosha, WI

B.A. Cum Laude

1969

PROFESSIONAL EXPERIENCE

Community Partners

12/03 to Present

(Medical Director)

Behavioral Health Services

10/01 to 12/03

(Medical Director)

Strafford Guidance Center, Inc.

1996 to 10/01

(Medical Director)

Penn Group Medical Associates

1993-1996

HealthAmerica Pittsburgh, PA

Robert J. Allister, Page 2

Chief of Psychiatry

- *Administrative duties included supervision of eight psychiatrists, quality assurance, utilization review, and all aspects of budget and program planning.
- *Primary provider for inpatient treatment plan.
- *Outpatient practice in an interdisciplinary team model.
- *Psychiatric Medical Director for managed care network products.
- *Member of Penn Group Medical Associates Executive Committee.

Alameda County Health Care Services
Highland General Hospital
John George Psychiatric Pavilion
Oakland, CA

1988-1993

Chief Psychiatrist

- *Supervised 30 to 35 full-time and part-time psychiatrists in emergency room, inpatient, crisis and consultation/liaison services.
- *Direct patient care in psychiatric emergency room and inpatient units.
- *Participated in Quality Assurance and Utilization Review Committees.
- *Member of hospital Executive Committee.

Alameda County Health Care Services
Highland General Hospital
Oakland, CA

1981-1988

Chief, Inpatient Psychiatry and and consultation/Liaison Services
*Supervised 7 psychiatrists and 2 psychologists.
Provided direct patient care on inpatient and consultation/liaison services.
*Participated in quality improvement and

*Participated in quality improvement and utilization review.

Robert J. Allister, M.D., Page 3

Alameda County Health Care Services Highland General Hospital Oakland, CA	1978-1981
Chief, Criminal Justice Inpatient Service *Chief of forensic inpatient unit.	
Alameda County Health Care Criminal Justice Mental Health Oakland, CA	1975-1978
Head Clinician and Staff Psychiatrist	
San Francisco General Hospital Psychiatric Emergency Services San Francisco, CA	1976
Psychiatrist, part-time	
<u>Psychiatric Clinic</u> Janesville, WI	1974-1975
Psychiatrist, private practice.	

SENIOR MANAGEMENT

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 - Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 - present)

Director of Quality Improvement (10/10 - 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing mangers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 - Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 - July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 - September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 - 8/06)

Director of Behavioral Health Services (8/98 - 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

Educations Educations

North Dakota State University, Fargo, ND Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, Wi

Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

JANET SCOTT SALSBURY, MSW, LICSW

OBJECTIVE: To obtain lasting human services experience by working with diverse populations in a progressive social environment. My focus includes striving to eliminate structural, cultural, and interpersonal oppression and societal barriers that exist in people's lives.

EDUCATION

1995

Master of Social Work, University of New England

1989

Bachelors of Arts: Psychology Major, University of New Hampshire

EMPLOYMENT

2018 - Present Chief Clinical Officer: Community Partners

2013 – 2018 QI Director: Community Partners

Responsibilities include quality oversight of all CMHC programming

2010 - 2013 Acute Care Services Director: Community Partners

Responsibilities include clinical, financial and quality oversight of the AOP Department, Acute Care Department and the Admissions Department at a Community Mental Health Center

2008 - 2014 Director Of Clinical Services: Community Partners

Responsibilities include clinical, financial and quality oversight of the AOP Department and the Children's Department at a Community Mental Health Center

2007 –2008 Director of Clinical Services: Community Partners

Responsibilities include clinical, financial and quality oversight of the CSP Department and the Children's Department at a Community Mental Health Center

2002-2006 Director of Youth & Family Services: Community Partners

Responsibilities include oversight and management of the Children's Department at a Community Mental Health Center

2001-2002 Assistant Director of Youth & Family Services: Behavioral Health & Developmental Services of Strafford County

2000-2001 Assistant Director of Youth & Family Services: Strafford Guidance Center, Inc.

1998-2000 Manager of Children's Crisis Services: Strafford Guidance Center, Inc.
 Responsibilities include management of Adolescent Partial Hospitalization Program, the
 Crisis and Respite Beds and the Family and Community Support Programs.

- Provide clinical and administrative supervision to direct care staff
- Program development within the Youth and Family Department
- Triage referrals for Children's crisis services and home based services

1995-1998 Intensive Family Stabilization Therapist: Strafford Guidance Center, Inc.
Provided intensive home based therapy services to families with a child in crisis.

- Home based therapy with a variety of families
- Crisis Intervention and stabilization
- Case Management
- Member Internal Planning Committee

1994-1995 Therapist - Social Work Internship: Child and Family Services

This program provides counseling services to children and families in Rockingham County, NH.

- Provided counseling to various populations, including families, couples, children and individuals
- Developed and facilitated parent education groups in the community
- Community outreach work
- Conducted telephone intake screenings
- Grant writing

1993-1994 School Social Worker – Social Work Internship: Winnacunnet High School, Special Services Department, Hampton NH

This program serves the educational and emotional needs of students who are identified as having special learning, emotional or developmental needs.

- · Provided individual counseling to adolescents
- Facilitated a year long girls' support group
- Co-facilitated a weekly parent support group
- Provided home based family therapy
- Case Management

1993 (Summer)

Crisis Intervention Counselor: Commonworks School/ Harbor Schools and Family Services, Merrimac MA

This program serves the educational, social and emotional needs of adolescents with emotional and/or behavioral difficulties.

- Developed and implemented individual students' educational goals
- Intervened, assessed and resolved crisis situations in the school

1990-1993

Child Care Counselor: The Spurwink School, Portland ME

This residential program served youth ages 10 to 18 with emotional and behavioral difficulties. The children have histories of severe family trauma, including physical, emotional and sexual abuse

- Developed and implemented residents' case plans
- Case Management
- Program development
- House management and supervision
- Trained new employees

PROFESSIONAL ASSOCIATIONS

Member, National Association of Social Workers
Licensed in New Hampshire as a Master of Social Work
Steering Committee Member, Seacoast Response Team through the Center for Trauma
Intervention. This Team provides CISM following traumatic events involving youth in
Strafford, Rockingham and York counties from 2000 to 2005

PROFESSIONAL TRAINING/SPECIALITIES

Therapy with children, families and couples CISM Trained & CISM Trainer EMDR Trained – Level I TFT trained – Levels 1 & 2

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name:

Behavioral Health & Developmental Services of Strafford County

Name of Program/Service: Mental Health Services

BUDGERREROD:	SFY 20 (7/1/19-0	6/30/20)	
Name & Fitte Key Administrative Personnel	Administrative *	Percentage of Salary Paldiby Contract	
Brian Collins- Executive Director	\$213,000		\$106 500 00
Suzanne Bagdasarian- CFO	\$105,000		45.552 (510) (010)
Robert J. Allister, Medical Director	\$252,604	100.00%	\$252,604.00
Christopher Kozak- Chief Operating Officer, BH	\$89,610	95.00%	\$85,129.50
Janet Salsbury- Chief Clinical Officer	\$84,460	95.00%	\$80,237.00
	\$0	0.00%	\$0.00
	\$0	0.00%	
	\$0	0.00%	\$0.00
	\$0	0.00%	+62.7\$0:00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$ \$ \$0.00
TOTAL CALADITO (NAME and Take 100-1-11) MI	\$0		\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wa	iges, Line item 1 of	Buaget request)	\$576,970.50

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



Jeffrey A. Meyers Commissioner

Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301 June G&C Approved

Man # Kate Olim # f

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center	Nashua	\$1,230,869	\$1,230,869	\$ 2,461,738
at Community Council The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

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EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State regulations applicable to the State mental health system, including NH Administrative Rules He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

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Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C:13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Director

Approved by:

Jeffrey A. Meyers

	l Funds; 11.65% Fed	EAU OF MENTAL HEALTH SERVIC deral Funds; .15% Other	CFDA # FAIN	93.778 1705NH5MAP Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,24
2019	102/500731	Contracts for Program Services	TBD	379,24
		Sub Total		758,49
Vest Central S	Svcs, Inc., DBA West	Behavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,19
2019	102/500731	Contracts for Program Services	TBD	322,19
		Sub Total		644,38
he Lakes Red	ion Mental Health Co	anter., Inc. DBA Genesis Behavioral I	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,11
2019	102/500731	Contracts for Program Services	TBD	328,11
	The Market of the Control of the Con	Sub Total		656,23
Riverbend Con Fiscal Year	nmunity Mental Healt	h, Inc. Class Title	Job Number	Vendor # 177192
2018	102/500731	Contracts for Program Services	TBD	Amount 381,65
2019	102/500731	Contracts for Program Services	TBD	381,65
2019	102/300/31	Sub Total	עפו	7.63,30
·		Sub Total		
Monadnock Fa				Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	
2018	102/500731	Contracts for Program Services	TBD	357,59
2019	102/500731	Contracts for Program Services	TBD	357,59
		Sub Total	L	715,18
		DBA Greater Nashua Mental Health		Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,79
2019	102/500731	Contracts for Program Services	TBD	1,183,79
		Sub Total		2,367,59
The Mental He	alth Center of Greate	r Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,82
2019	102/500731	Contracts for Program Services	TBD	1,646,82
		Sub Total		3,293,65
Seacoast Ment	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
	102/500731	Contracts for Program Services	TBD	746,76
2018	102/300/31	Contracts for Frequent Contracts		
2018 2019	102/500731	Contracts for Program Services	TBD	746,765

senaviorai nea		Services of Strafford County, Inc. DB		Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	313,54
2019	102/500731	Contracts for Program Services	TBD	313,54
		Sub Total		627,086
bo Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	350,79
2019	102/500731	Contracts for Program Services	TBD	350,79
2019	102/300/31	Sub Total	100	701,58
		SUB TOTAL		12,021,050
		OOD TOTAL		1 .2,02.,000
	AVIORAL HEALTH	I, HEALTH AND SOCIAL SERVICES DIV, BUREAU OF MENTAL HEALT		
Northern Huma	n Services			Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018 -	102/500731	Contracts for Program Services	92204121	5,000
2019.	102/500731	Contracts for Program Services	92204121	5,00
		Sub Total		10,000
	vcs, Inc., DBA Wes		1	Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
· .		Sub Total		10,000
The Lakes Rec	ion Mental Health C	enter., Inc. DBA Genesis Behavioral I	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
2019	102/300/31	Sub Total	32204121	10,000
		Cub Total		10,000
Riverbend Com	nmunity Mental Heal	th, Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
	102/500731	Contracts for Program Services	02204424	5,00
2018	102/300731	Contracts for Frogram Services	92204121	
	102/500731			
2018		Contracts for Program Services Sub Total	92204121	5,00
2018 2019	102/500731	Contracts for Program Services		5,00
2018 2019	102/500731	Contracts for Program Services		5,00 10,00
2018 2019 Monadnock Fa	102/500731 mily Services	Contracts for Program Services Sub Total	92204121	5,00 10,00 Vendor # 177510 Amount
2018 2019 Monadnock Fa Fiscal Year	mily Services Class / Account	Contracts for Program Services Sub Total Class Title	92204121 Job Number	5,00 10,00 Vendor # 177510 Amount 5,00
2018 2019 Monadnock Fa Fiscal Year 2018	102/500731 mily Services Class / Account 102/500731	Contracts for Program Services Sub Total Class Title Contracts for Program Services	92204121 Job Number 92204121	5,00 10,00 Vendor # 177510 Amount 5,00 5,00
2018 2019 Monadnock Fa Fiscal Year 2018 2019	mily Services Class / Account 102/500731 102/500731	Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total	92204121 Job Number 92204121 92204121	5,00 10,00 Vendor # 177510 Amount 5,00 5,00
2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Cor	mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH	Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health	92204121 Job Number 92204121 92204121 Center at	5,00 10,00 Vendor # 177510 Amount 5,00 5,00 10,00 Vendor # 154112
2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Cor Fiscal Year	mily Services Class / Account 102/500731 102/500731 102/500731 uncil of Nashua, NH Class / Account	Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health Class Title	92204121 Job Number 92204121 92204121 Center at Job Number	5,000 10,000 Vendor # 177510 Amount 5,000 5,000 10,000 Vendor # 154112 Amount
2018 2019 Monadnock Fa Fiscal Year 2018 2019 Community Cor	mily Services Class / Account 102/500731 102/500731 uncil of Nashua, NH	Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total DBA Greater Nashua Mental Health	92204121 Job Number 92204121 92204121 Center at	5,000 10,000 Vendor # 177510 Amount 5,000 10,000 Vendor # 154112

The Mental Hea	alth Center of Greate	er Manchester, Inc.		Vendor # 177184_
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Seacoast Menta	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Behavioral Heal	Ith & Developmenta	Services of Strafford County, Inc. DB	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

The Mental Hea	alth Center for South	ern New Hampshire DBA CLM Cente	r for Life	Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000
		SUB TOTAL		100,000

	Funds		CFDA#	N/A
			FAIN	N/A
lorthern Huma	n Services			Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,000
		- · · · · · · · · · · · · · · · · · · ·		V 1 "47705A
	vcs, Inc., DBA West		1	Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4.00
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000
The Lakes Red	ion Mental Health Co	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,00
2019	102/300731	Sub Total	32102000	4,00
			<u></u>	
	munity Mental Healt			Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,00
	-	Sub Total	<u> </u>	4,000
Manadagak Ea	mily Sonicos			Vendor # 177510
Monadnock Fa		Class Title	Job Number	
Fiscal Year	Class / Account		92102053	Amount
0040	400/500704			
2018	102/500731	Contracts for Program Services		4.00
2018 2019	102/500731 102/500731	Contracts for Program Services	92102053	
				4,000 4,000
2019		Contracts for Program Services Sub Total		
2019	102/500731	Contracts for Program Services Sub Total		4,00
2019 The Mental He Fiscal Year	alth Center of Greate	Contracts for Program Services Sub Total er Manchester, Inc. Class Title	92102053	4,00 Vendor # 177184 Amount
2019 The Mental He Fiscal Year 2018	alth Center of Greate Class / Account 102/500731	Contracts for Program Services Sub Total er Manchester, Inc.	92102053 Job Number 92102053	4,00 Vendor # 177184 Amount
2019 The Mental He Fiscal Year	alth Center of Greate	Contracts for Program Services Sub Total er Manchester, Inc. Class Title Contracts for Program Services	92102053 Job Number	4,00 Vendor # 177184
2019 The Mental He Fiscal Year 2018 2019	102/500731 alth Center of Greate Class / Account 102/500731 102/500731	Contracts for Program Services Sub Total er Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total	92102053 Job Number 92102053	4,00 Vendor # 177184 Amount 4,00
2019 The Mental He Fiscal Year 2018 2019 Seacoast Mental	alth Center of Greate Class / Account 102/500731 102/500731	Contracts for Program Services Sub Total er Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total	92102053 Job Number 92102053 92102053	4,00 Vendor # 177184 Amount 4,00 4,00 Vendor # 174089
2019 The Mental He Fiscal Year 2018 2019 Seacoast Ment Fiscal Year	alth Center of Greate Class / Account 102/500731 102/500731 cal Health Center, Inc. Class / Account	Contracts for Program Services Sub Total er Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Class Title	92102053 Job Number 92102053 92102053 Job Number	Vendor # 177184 Amount 4,00 4,00 Vendor # 174089 Amount
2019 The Mental He Fiscal Year 2018 2019 Seacoast Ment Fiscal Year 2018	alth Center of Greate Class / Account 102/500731 102/500731 cal Health Center, Inc. Class / Account 102/500731	Contracts for Program Services Sub Total r Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services	Job Number 92102053 92102053 92102053 Job Number 92102053	Vendor # 177184 Amount 4,00 4,00 Vendor # 174089 Amount
2019 The Mental He Fiscal Year 2018 2019 Seacoast Ment Fiscal Year	alth Center of Greate Class / Account 102/500731 102/500731 cal Health Center, Inc. Class / Account	Contracts for Program Services Sub Total Pr Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services	92102053 Job Number 92102053 92102053 Job Number	Vendor # 177184 Amount 4,00 4,00 Vendor # 174089 Amount 4,00
2019 The Mental He Fiscal Year 2018 2019 Seacoast Ment Fiscal Year 2018	alth Center of Greate Class / Account 102/500731 102/500731 cal Health Center, Inc. Class / Account 102/500731	Contracts for Program Services Sub Total r Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services	Job Number 92102053 92102053 92102053 Job Number 92102053	Vendor # 177184 Amount 4,00 4,00 Vendor # 174089 Amount 4,00
2019 The Mental He Fiscal Year 2018 2019 Seacoast Ment Fiscal Year 2018 2019	102/500731 alth Center of Greate Class / Account 102/500731 102/500731 al Health Center, Inc Class / Account 102/500731 102/500731	Contracts for Program Services Sub Total er Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total	92102053 Job Number 92102053 92102053 Job Number 92102053 92102053	Vendor # 177184 Amount 4,00 4,00 Vendor # 174089 Amount 4,00 4,00
2019 The Mental He Fiscal Year 2018 2019 Seacoast Ment Fiscal Year 2018 2019	102/500731 alth Center of Greate Class / Account 102/500731 102/500731 all Health Center, Inc. Class / Account 102/500731 102/500731 alth & Developmenta	Contracts for Program Services Sub Total Pr Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Sub Total I Services of Strafford County, Inc. D	Job Number 92102053 92102053 92102053 Job Number 92102053 92102053 92102053	Vendor # 177184 Amount 4,00 Vendor # 174089 Amount 4,00 Vendor # 174089 Amount 4,00 Vendor # 177278
2019 The Mental He Fiscal Year 2018 2019 Seacoast Ment Fiscal Year 2018 2019 Sehavioral Hea Fiscal Year	alth Center of Greate Class / Account 102/500731 102/500731 102/500731 cal Health Center, Inc. Class / Account 102/500731 102/500731 102/500731 calth & Developmenta Class / Account	Contracts for Program Services Sub Total Pr Manchester, Inc. Class Title Contracts for Program Services Contracts for Program Services Sub Total Class Title Contracts for Program Services Contracts for Program Services Contracts for Program Services Contracts for Program Services Sub Total I Services of Strafford County, Inc. D Class Title	Job Number 92102053 92102053 92102053 Job Number 92102053 92102053 92102053 BA Community Job Number	Vendor # 177184 Amount 4,00 4,00 Vendor # 174089 Amount 4,00 4,00
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		ern New Hampshire DBA CLM Cente		Vendor # 174116 Current Modified
Fiscal Year	Class / Account	Class Title	Job Number	Budget
2018	102/500731	Contracts for Program Services	92102053	4,00
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,00
		SUB TOTAL		36,00
	ICES DIV, CHILD PI	ND SOCIAL SERVICES, HEALTH A ROTECTION, CHILD - FAMILY SER		S DEPT OF, HHS:
00% General	runus		FAIN	N/A
Northern Huma	n Services		17.114	Vendor # 177222
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	5,31
2019	550/500398	Contracts for Program Services	42105824	5,31
2013	000/000000	Sub Total	12100024	10,62
		Cub Fotar	1	10,02
Vest Central S	vcs, Inc., DBA West	Behavioral Health		Vendor # 177654
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
2010	000,00000	Sub Total		3,54
-				
he Lakes Reg	ion Mental Health Ce	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	
	, <u> </u>	Sub Total	<u> </u>	3,54
Riverbend Com	nmunity Mental Healt	h. Inc.		Vendor # 177192
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
		Sub Total		3,54
Monadnock Fa	mily Services			. Vendor # 177510
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
		Sub Total		3,54
		DDA Constantino Martal Harith	01	
		DBA Greater Nashua Mental Health		Vendor # 154112
Fiscal Year	Class / Account	Class Title Contracts for Program Services	Job Number 42105824	Amount
2018	550/500398			1,77
2019	550/500398	Contracts for Program Services Sub Total	42105824	1,77 3,54
		Jub Total		3,54
he Mental He	alth Center of Greate	r Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	3,54
	550/500398	Contracts for Program Services	42105824	3,54
2019	1 330/300330 1	Contracts for Frogram Cornecs	72100024	0,0

Seacoast Menta	al Health Center, Inc			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
77		Sub Total		3,540
Behavioral Hea	Ith & Developmental	Services of Strafford County, Inc. DB	A Community	Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,77
2010	000/000000	Sub Total	12100021	3,54
		Job Fotol		
		ern New Hampshire DBA CLM Cente		Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,77
2019	550/500398	Contracts for Program Services	42105824	1,77
	A 1 19 4 1 1 1 1 1	Sub Total		3,54
F		SUB TOTAL		46,020
HUMAN SERV	ICES DIV, HOMELE	ND SOCIAL SERVICES, HEALTH A SS & HOUSING, PATH GRANT		
	ICES DIV, HOMELE		CFDA#	93.15
HUMAN SERV 100% Federal I	ICES DIV, HOMELE Funds	SS & HOUSING, PATH GRANT		93.15 SM016030-1
HUMAN SERVI 100% Federal I Riverbend Com	ICES DIV, HOMELE Funds munity Mental Healt	th, Inc.	CFDA# FAIN	93.15 SM016030-1 Vendor # 177192
HUMAN SERVI 100% Federal I Riverbend Com Fiscal Year	CES DIV, HOMELE Funds munity Mental Healt Class / Account	th, Inc. Class Title	CFDA # FAIN Job Number	93.15 SM016030-1 Vendor # 177192 Amount
HUMAN SERVI 100% Federal I Riverbend Com Fiscal Year 2018	Funds munity Mental Healt Class / Account 102/500731	th, Inc. Class Title Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25
HUMAN SERVI 100% Federal I Riverbend Com Fiscal Year	CES DIV, HOMELE Funds munity Mental Healt Class / Account	th, Inc. Class Title Contracts for Program Services Contracts for Program Services	CFDA # FAIN Job Number	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25
HUMAN SERVI 100% Federal I Riverbend Com Fiscal Year 2018 2019	Funds munity Mental Healt Class / Account 102/500731 102/500731	th, Inc. Class Title Contracts for Program Services	CFDA # FAIN Job Number 42307150	93.15 SM016030-1 Vendor # 177192 Amount 36,25 36,25 72,50
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Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total		50,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life

Vendor # 174116

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Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	29,500
2019	102/500731	Contracts for Program Services	42307150	29,500
		Sub Total		59,000
		SUB TOTAL		416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA#

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000
2019	102/500731	Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS CFDA#

100% Federal Funds

FAIN

93.043

Seacoast Mental Health Center, Inc.

17AANHT3PH Vendor # 174089

Ocacoust Meritar Featur Gentor, inc.		V 011401 11 11 1000			
	Fiscal Year	Class / Account	ccount Class Title		Amount
İ	2018	102/500731	Contracts for Program Services	48108462	35,000
ı	2019	102/500731	Contracts for Program Services	48108462	35,000
			SUB TOTAL		70,000
1			TOTAL		12.829.412

STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner Department of Health and Human Services State of New Hampshire 129 Pleasant Street Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location	
Northern Human Services	Conway	
West Central Services	Lebanon	
DBA West Central Behavioral Health	Levation	
The Lakes Region Mental Health Center, Inc.	Laconia	
DBA Genesis Behavioral Health		
Riverbend Community Mental Health, Inc.	Concord	
Monadnock Family Services	Keene	
Community Council of Nashua, NH, DBA Greater Nashua	Nashua	
Mental Health Center at Community Council	Nasilua	
The Mental Health Center of Greater Manchester, Inc.	Manchester	
Seacoast Mental Health Center, Inc.	Portsmouth	
Behavioral Health & Development Svs of Strafford County,	Dover	
Inc., DBA Community Partners of Strafford County	Dover	
The Mental Health Center for Southern New Hampshire, DBA		
CLM Center for Life Management	Derry	

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-09)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.				
1.1 State Agency Name		1.2 State Agency Address		
Department of Health and Huma	n Services	129 Pleasant Street		
Division for Behavioral Health		Concord, NH 03301-3857		
1.3 Contractor Name		1.4 Contractor Address		
Behavioral Health & Developme	ental Services of Strafford	113 Crosby Road, Suite #1		
County, Inc.		Dover, NH 03820		
DBA Community Partners of Str				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number	05-95-92-922010-[4117, 4121,	1 20 2010	φ	
603-516-9300	2053]; 05-95-42-421010-2958	June 30, 2019	\$644,626	
1.9 Contracting Officer for Stat	e Agency	1.10 State Agency Telephone Nu	ımber	
Jonathan V. Gallo, Esq., Interim	-	603-271-9246	,	
Johnston V. Gullo, Esq., Internal	2 Hotter	003 271 3210		
1.11 Contractor Signature		1.12 Name and Title of Control	to- Cionata-	
	0 -	1.12 Name and Title of Contrac	tor Signatory	
Soff leen Bo	1 Carl	Kathleen Boisclair, Pr	esident	
1,10,100				
1.13 Acknowledgement: State	of NewHampshire County of 57	trafford		
on Tine 7 2017 before	the undersigned officer personall	y appeared the person identified in	block 1.12 or satisfactorily	
proven to be the person whose na	ame is signed in block 1.11 and ac	knowledged that s/he executed this	document in the canacity	
indicated in block 1.12.	ine is signed in block 1.11, and ac	Allo wiedged that 3/ no excedited this	document in the capacity	
1.13.1 Signature of Notary Pub	lic or Justice of the Peace			
	-			
(4)	arlene E. Moor	0		
[O¢ar]		<u> </u>		
1.13.2 Name and Title of Notar		2	•	
Darlene E.	Moore, Notaryt	ublic		
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory		
1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory Latia S Fix D. Rec D. P.			D. Sa-120	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)				
By: Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
By: On: 6/13/2017				
1.18 Approval by the Governor and Executive Council (if applicable)				
By:		On:		
<i>D</i> _J .		JII		

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA & 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be

consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials K.B.
Date 6 7 17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

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SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.

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- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level, regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH.

 Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all
 He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All
 documentation requirements as per He-M 408 will be required to resume upon re-engagement
 of services following the consumer's discharge from NHH. The Contractor shall participate in
 transitional and discharge planning.

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- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. <u>Formula</u>: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. <u>Debt Service Coverage Ratio</u>:

- 11.1.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
 - 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months.

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1. and/or 11.2.2. has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2. <u>For Non-BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2. above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable:
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3. General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications;
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. <u>Completeness</u>: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.



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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 19.1. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

21.3. Activities that may be funded:

- 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
- 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
- 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21,4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database:
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data: and

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21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services:
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

Contractor Initials: K.B.

Date: 6 7 1

Exhibit A



23. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 23.1. DCYF funds shall be used by the Contractor to provide the following:
 - 23.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 23.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

24. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

24.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Projects for Assistance in Transition from Homelessness (PATH) PL 101-645

FAIN:

SM016030-14

CFDA #:

93.778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B. Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:

Contractor Initials:



Exhibit B

- 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$ 84,598	\$ 84,598
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)		\$ 4,000
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Total	\$320,313	\$324,313

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

Contractor Initials: K . B Date: L 7 17



Exhibit B

The invoice must be submitted to:

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

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for:

ACTIVITY	# OF UNITS/YR AND COST/UNIT	TOTAL
Coaching for Implementation Team & agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

Contractor Initials: 1 B.
Date: 6 7 1 1

Exhibit B, Appendix 1

	FISCAL PERIOD: SFY BUDGET	Total Agency	Total Administration 180	Total Programs	Maintenance	Children & Adolescents	Older Adult Services 102	Intake	Emergency Services/ Assessment 104	Brief/DR
400	PROG. SERV. FEES									
	Net client fees	В	0	D	0	0	0	0	D	
	HMO's		0	0	0	0	0	O	D	
	BC/BS		D	D	0	ō	0	0	0	
	Medicaid	ō	0	0	0	0	0	C	О	
	Medicare	1 6	0	D	0	0	0	0	0	
	Other insurance	1 0	0	0	0	0	0	0	D	
	Other program fees	- 0	0	0	0	a	0	D	D	
	SUBTOTAL	0	Ö	0	0	0	Ö	-	0	
420	PROG. SALES						<u> </u>			
	Production	0	0	0	0	0	0	Ω	D	
	Service	0	0	0	0	-	0	0	Б	
	PUBLIC SUPPORT	— ·								
	United Way	- 0	1 0	D	0	0	0	0		
	Local/County Government	 0	0	0	0	0	0		0	
	Donations/Contributions	0	- 0	, D		0		-	0	
	Bur. Developmental Services	0	0	0	ō	0	0	ō	0	
	Other public support	- 0	Ö	0		0	0	0	0	
	Div. Voc. Rehab.	0	0	0	C	ō	Ō	B	0	
	Div. Alc/Drug Abuse Prev & Recovery	0	0	D	O	0	0	П	0	-
	Div. for Children, Youth & Families	0	0	0	0	ō	ō	0	0	
	State Emergency Shelter Grant	0	0	0	0	В	0		D	$\overline{}$
	FEDERAL FUNDING									
	Block Grants	0	0	0	0	0	0	0	0	
	HUD	0	0	0	0	0	0	0	0	
	Other Federal Grants	0	C	Ö	0	0	0	0	0	
446	PATH	0	0	0	0	0	0	0	0	
448	MHSIP	0	0	0	D	0	0	0	D	
450	OTHER REVENUE									
451	Rental income	0	0	Ō	0	0	0	D	0	
452	Interest income	0	0	0	0	0	0	0	D	
453	in-Kind Donations	0	0	0	0	0	0	0	0	
	All Other Revenue	0	0	0	0	0	0	0	0	
480	BBH				-			-		
	Bur, of Behavioral Health	0	0	0	0	0	0	О	0	
-	Other BBH	Ö	ō	ō	0	0	Ō	0	0	
	SUBTOTAL	0	0	0	0	0	O	0	0	
500	General Management Allocation	 	- 6	0		ō	0	0	ō	

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Exhibit B, Appendix 1

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Exhibit B, Appendix 1

Vocational Services 109	Case Management 110	Social Club/ Peer Supports 111	Non-Eligibles	Multi-Service Team 113	ACT Team 114	Respite / Crisis 116	Crisis Unit APRTP 118	Community Residence 122	Supportive Living 123	Independent Housing 124	Community Education & Training 130
0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	- 0	0	0	- ŏ	0
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Exhibit B. Appendix 1

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Exhibit B, Appendix 1

751 Client Services	0	0	0	0	0	0	0
752 Clothing	0	0	0	0	0	0	0
760 INSURANCE							
761 Malpractice & Bonding	C	0	0	0	0	0	0
782 Vehicles	0	0	ō	0	0	0	0
763 Comprehensive, Property &	Liability 0	0	0	0	0	0	0
800 OTHER EXPENDITURE	S				1		
801 Interest Expense (other than	Mortgage interest) 0	0	0	Ō	0	0	0
802 In-Kind Expense	0	0	0	0	0	0	0
803 Depreciation, Equipment	0	0	D	0	0	0	0
804 Depreciation, Building	0	0	0	0	0	0	0
805 Equipment Rental	0	0	0	0	0	0	0
806 Equipment Maintenance	0	0	0	0	D	0	0
807 Membership Dues	0	0	0	D	0	0	0
810 Other Expenditures	0	0	0	0	0	0	0
TOTAL EXPENSES	0	0	0	0	0	0	0
900 Administrative Allocation	0	0	0	0	0	0	0
TOTAL PROGRAM EXPENSES	0	0	_ 0	0	D	0	0
SURPLUS/(DEFICIT)	0	0	0	D	0	0	0
Total Revenue - Total Expense	(line 49 - 115)						
BBH Revenue w/Match	0	•	0	-	-	•	-
Total Fees less Medicaid	O	•	0	-	•	-	•
BBH Revenue	0		Ð	-	•	•	-
Personnel Expense	0	-	C		•	-	-

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Exhibit B, Appendix 1

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SPECIAL PROVISIONS

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

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



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

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

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Contractor Initials KB.

Date L 7 1 7



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

- 1. Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - CONDITIONAL NATURE OF AGREEMENT Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

SS-2018-DBH-01-MENTA-09

Exhibit C-1 - Revisions to Standard Provisions



- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- **4.** Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - **6.4.** The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

Contractor Initials <u>KB</u>.

Date <u>677</u>



- 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- **7.5.3.** All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - **8.1.** Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - **8.1.1.** Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - **8.1.3.** Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
 - **8.1.4.** Failure to either justify or correct material findings noted in a DHHS financial review;
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - **8.1.6.** Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - **8.1.8.** Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report:
 - **8.1.9.** Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a subcontract or assignment;
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section 11;
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;



- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- **8.1.15.** Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- **8.1.16.** Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - **8.2.5.1.** Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - **8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - **8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.



- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12, entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.



- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- **12.** Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12. of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.



- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A; and
 - **14.1.5.** Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.



- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - **22.6.1.** The identity of the party to whom the property is to be sold or otherwise transferred:
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee;
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - **22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- **22.8.** In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- **22.11.** The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.



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

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



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

Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

- 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners

Name: Kathleen Boisclair

Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners

Name:

Kathleen Boisclair

Title:

President

Exhibit E - Certification Regarding Lobbying

Date <u>6 7 1</u>



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

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners

Name:

Kathleen Boisclair

Title:

President

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters
Page 2 of 2

Contractor Initials K, B.

Date L



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

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

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

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

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

Exhibit G

Contractor Initials K.J

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

6/27/14 Rev 10/21/14

Page 1 of 2

Date | | 7 | 7



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

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

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

Contractor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners

Name: Kathleen Boisclair

Title: President

Exhibit G



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners

Name: Kathleen Boisclair

President

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1



Exhibit I

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6



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

(2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

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



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

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

(3) Obligations and Activities of Business Associate.

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

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

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



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

- f. Within five (5) business days of receipt of a written request from Covered Entity,
 Business Associate shall make available during normal business hours at its offices all
 records, books, agreements, policies and procedures relating to the use and disclosure
 of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine
 Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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.
- Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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.

New Hampshire Department of Health and Human Services



Exhibit I

- e. <u>Segregation</u>. 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. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	d/b/a Community Partners	
The State	Name of the Contractor	
Signature of Authorized Representative	Signature of Authorized Representative	
organizate of Authorized Representative	Orgination of Mathonizod Representative	
Katja S. Fox	Kathleen Boisclair	
Name of Authorized Representative	Name of Authorized Representative	
Director	President	
Title of Authorized Representative	Title of Authorized Representative	
4/9/17	6/7/17	
Date \	Date /	

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 6 of 6 Contractor Initials K. B.

Date 6/7/17

New Hampshire Department of Health and Human Services 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:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name:

Behavioral Health & Developmental Services of Strafford County, Inc.

d/b/a Community Partners

Name: Kathleen Boisclair

Title: President

New Hampshire Department of Health and Human Services 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.

	4		
1.	The DUNS number for your entity is: 149406691		
2.	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, subcontract 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?		
	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?		
	NOYES		
	If the answer to #3 above is YES, stop here		
	If the answer to #3 above is NO, please answer the following:		
4.	The names and compensation of the five most highly compensated officers in your business or organization are as follows:		
	Name: Amount:		



State of New Hampshire Department of Health and Human Services Amendment #2 to the Mental Health Services Contract

This 2nd Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 10 Tsienneto Road, Derry NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), and as amended on September 20, 2108 (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2021.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,918,822.
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
- Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B Amendment #1 Methods and Conditions Precedent to Payment.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

5 23 19 Date

Name: Katja Fox Title: Director

The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management

<u>May 21, 2019</u> Daye

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

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Rockingham on May 21 2019 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Lynda A. Silegy

Name and Title of Notary or Justice of the Peace

My Commission Expires:

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



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

execution.	OFFICE OF THE ATTORNEY GENERAL	
	Name Non & Smith General Title: Sr. Host Aby General	
	Amendment was approved by the Governor and Executive Cour Meeting on: (date of meeting)	ncil of
	OFFICE OF THE SECRETARY OF STATE	
Date	Name:	
	Title:	



Exhibit A Amendment #2

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide mental health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 10. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the Department has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor shall provide community based services and supports in the manner that best allows each individual to stay within his or her home and community, are recovery based, and are designed to best meet the needs of each individual, which will include, but is not limited to providing up to date treatment and recovery options that are based on scientific research and the best evidence based practices.
- 1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.6. The Contractor is required to enter into good faith negotiations to create a capitation model of contracting with NH Managed Care Organizations (MCOs) for certified clients in the Medicaid program under the existing and re-procured (effective September 1, 2019) Medicaid Care Management Program to support the delivery and coordination of behavioral health services and supports for children, youth, and transition-aged youth/young adults, and adults. Such model should ensure economic sustainability of the Contractor, allow for flexibility in the delivery of care and provide appropriate incentives to improve the quality of care
 - 1.6.1. The Contractor shall enter into good faith negotiations with the MCOs to create a capitation model of contracting for certified clients in the Standard Medicaid program under the Medicaid Care Management Program effective July 1, 2019.
 - 1.6.2. Effective July 1, 2020, behavioral rate cells that apply to certified clients of the Granite Advantage Health Care Program in addition to the Standard Medicaid Program are expected to be implemented. The Contractor shall enter into good faith negotiations with the MCOs to include the Granite

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Advantage Health Care Program certified client population in the capitation model upon the effective date of the new rate cells.

- 1.7. The contractor is expected to support the State's Delivery System Reform Incentive Payment Program (DSRIP) waiver and integrate physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.
- 1.8. The Contractor shall ensure that its clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.
- 1.9. The Contractor is expected to engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan.
- 1.10. When applicable and appropriate, the Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person centered manner

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

- 2.1. The parties agree to collaborate on the implementation of RSA 135-F.
 - 2.1.1. The Contractor shall work with agencies within the Department to provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with RSA 135-F, System of Care for Children's Mental Health. Services shall be provided in accordance with the following:
 - 2.1.1.1. Family Driven, services and supports shall be provided in a manner that best meets the needs of the family and the family quals;
 - 2.1.1.2. Youth Driven services and supports shall be provided in a manner that best meets the needs of the child, youth or young adult and that supports his/her goals;
 - 2.1.1.3. Community based services and supports shall be provided in a manner that shall best allow children, youth, and young adults to stay within his/her home and community; and
 - 2.1.1.4. Culturally and Linguistically Competent services shall be provided in a manner that honors a child, youth, or young adult and their family identified culture, beliefs, ethnicity, preferred language, gender, and gender identity and sexual orientation.
 - 2.1.2. The Contractor shall work collaboratively with the FAST Forward program for all children and youth enrolled in that program. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

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3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)

- The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new 3.1. and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not 3.2. to exceed the budgeted amount
- The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified 3.3. treatment modality.
- The Contractor shall invoice BCBH through green sheets for the full cost of the 3.4. annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.

4. CHILD AND YOUTH BASED PROGRAMMING AND TEAM BASED APPROACHES INCLUDING WRAPAROUND SERVICES

- The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) 4.1. assessment or other approved assessment tool to determine who will most benefit from Children's Team Based services.
- The Contractor shall provide intensive community based services to children 4.2. diagnosed with a serious emotional disturbance (SED), with priority given to the following groups:
 - Children who also have a history of psychiatric hospitalization or repeated 4.2.1. visits to hospital emergency departments for psychiatric crisis.
 - Children who are at risk for residential placement. 4.2.2.
 - Children who present with significant ongoing difficulties at school. 4.2.3.
 - Children who are at risk of interaction with law enforcement. 4.2.4.
- The contractor may provide NH Wraparound as part of the children's team based 4.3. approach.
 - When the contractor is providing NH Wraparound, the contractor shall be 4.3.1. enrolled as a provider for NH Wraparound and will bill the Medicaid benefit for that service.
 - All children served with NH Wraparound must meet eligibility for the FAST 4.3.2. Forward Medicaid benefit.
 - The contractor shall ensure that the NH Wraparound model is 4.3.3. implemented with fidelity.
- The Contractor shall provide Children's team-based services through a full array of 4.4. services as defined in Administrative Rule He-M 426, which include but are not limited to:

Functional Support Services (FSS). 4.4.1.

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- 4.4.2. Individual and family therapy.
- 4.4.3. Medication services.
- 4.4.4. Targeted case management (TCM) services.
- 4.4.5. Supported education.
- 4.5. The Contractor shall provide services in accordance with the plan of care developed with the family and youth, for each eligible individual, as defined in Administrative Rule He-M 426, and shall provide more intensive services for the first twelve (12) weeks of enrollment.
- 4.6. Based on initial assessment indicators that the Contractor shall further assess adolescent substance use using one or more of the following tools:
 - 4.6.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.
 - 4.6.2. The Global Appraisal of Individual Needs Short Screener (GAIN-SS) used by school based clinicians for clients referred for substance misuse.
- 4.7. The Contractor shall provide Children's Team Based services that include an array of community mental health services with teams that oversee other community and natural supports in order to most effectively support the child and the family in the community in a culturally competent manner.
- 4.8. The Contractor shall conduct Children's Team meetings for communicating client and family needs and discussing client progress as frequently as indicated by the care plan.

5. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)

- 5.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
- 5.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.

6. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 6.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
- 6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time

7. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES

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- 7.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 7.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 7.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.
 - 7.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to-deliver and coordinate the care for such individuals, including, but not limited to:
 - 7.1.3.1. Medication-related services,
 - 7.1.3.2. Case management services
 - 7.1.3.3. Other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual.
- 7.2. The Contractor shall provide a list of collaborative relationships with acute care hospitals in its region at the request of the Department.
- 7.3. The Contractor shall not refer an individual for hospitalization at NHH unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds. The Contractor shall work collaboratively with the Department and contracted Managed Care Organizations for the implementation of suicide risk assessments within Emergency Departments.
- 7.4. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, in a format, and with content, completeness, and timelines as specified by the Department. This shall include screenings performed, diagnosis codes, and referrals made.
- 7.5. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing emergency services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

8. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

8.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am, which shall meet the following requirements:

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- 8.1.1. Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or atternatively, via telephone where appropriate to meet the needs of the individual.
- 8.1.2. Each Adult ACT team shall be composed of between seven (7) and ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a full time certified peer specialist. The team will also include an individual who has been trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist) unless otherwise approved by DHHS.
- 8.1.3. ACT teams shall not have waitlists for screening purposes and/or admission to the ACT team. Individuals should wait no longer than 30 days for either assessment or placement. If waitlists are identified, the Contractor shall:
 - 8.1.3.1. Work with the Department to identify solutions to meet the demand for services, and;
 - 8.1.3.2. Implement the solutions within forty-five (45) days.
- 8.1.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions. Submissions are due by the 15th of the month. DHHS may waive this provision in whole or in part in lieu of an alternative reporting protocol, being provided under an agreement with DHHS contracted Medicaid Managed Care Organizations.
- 8.1.5. The Contractor shall ensure that services provided by the ACT team are identified in the Phoenix submissions as part of the ACT cost center.
- 8.1.6. The Contractor shall assess for ACT per He-M 426.16 and shall report all ACT screenings, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department.
 - 8.1.6.1. For all individuals whose screening outcome indicates that the individual may be appropriate to receive ACT services, the Contractor must make a referral for an ACT assessment within seven (7) days of the screening.



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- 8.1.6.2. The Contractor shall complete such assessments for ACT services within seven (7) days of an individual being referred for such assessment.
- 8.1.6.3. The Contractor shall report the outcome of such assessment to DHHS as part of its Phoenix submissions, in the format, content, completeness, and timelines as mutually agreed upon by DHHS and the contractor or as required by the Community Mental Health Agreement (CMHA).
- 8.1.6.4. For all individuals assessed as appropriate for ACT services, the individual shall be admitted to the ACT team caseload and begin to receive ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons such as extended hospitalization or incarceration, or if the individual has relocated out of the Contractor's designated community mental health region
- 8.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

9. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- 9.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.
- 9.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.
- 9.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:
 - 9.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients and engagement with mental health treatment teams as well as local NH Vocational Rehabilitation services.
 - 9.3.2. Supported Employment services that have waitlists, individuals should wait no longer than 30 days for Supported Employment services. If waitlists are identified, Contractor shall:
 - 9.3.2.1. Work with the Department on identifying solutions to meet the demand for services and:

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9.3.2.2. Implement such solutions within 45 days.

9.3.3. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

10. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

- 10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH. The liaison shall work with the applicable NHH staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist in coordinating the seamless transition of care for individuals transitioning from NHH to community based services or transitioning to NHH from the community.
- 10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all He-M 408 rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.
- 10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of notice of admission to an inpatient facility.
- 10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH Transitional housing or alternative treatment facility or the Contractor have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.
- 10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.
- 10.6. The Contractor shall ensure that those who are discharged and are new to a Community Mental Health Center (CMHC) shall have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's wishes provided such accommodation is clinically appropriate, and does not violate the terms of a conditional discharge.
- 10.7. The Contractor's ACT team must see individuals who are on the ACT caseload and transitioning from NHH into the community within seven (7) calendar days of NHH discharge.
- 10.8. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. The Department will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.

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- 10.9. The Contractor shall have available all necessary staff members to receive, evaluate, and treat individuals discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.
- 10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, that have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual could be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or DHHS systems of care, the Contractor will collaborate with additional DHHS staff at NHH's request, to address any barriers to discharge the individual to the community.

11. COORDINATED CARE AND INTEGRATED TREATMENT

11.1. PRIMARY CARE

- 11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for coordinating care regarding mental health services or substance abuse services or both.
- 11.1.2. The Contractor shall support each individual in linking to an available primary care provider (should they not have and identified PCP) to monitor health, provide medical treatment as necessary, and engage in preventive health screenings.
- 11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual This may include the exchange of pertinent information such as medication changes or changes in the individual's medical condition.
- 11.1.4. In the event that the individual refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

11.2. SUBSTANCE MISUSE TREATMENT, CARE AND/OR REFERRAL USE

- 11.2.1. To address the issue of substance misuse, and to utilize that information in implementing interventions to support recovery, the Contractor shall provide services and meet requirements, which shall include, but are not limited to:
 - 11.2.1.1. Screening no less than 95% of eligible individuals for substance use at the time of intake, and annually thereafter.
 - 11.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.

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- 11.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 11.2.2.1. Assertive engagement.
 - 11.2.2.2. Motivational interviewing,
 - 11.2.2.3. Medications for substance use disorders.
 - 11.2.2.4. Cognitive-behavioral therapy for substance use disorder.
- 11.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.

11.3. AREA AGENCIES

- 11.3.1. The Contractor shall—use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 11.3.1.1. Services for those dually eligible for both organizations.
 - 11.3.1.2. Transition plans for youth leaving children's services.
 - 11.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 11.3.1.4. A process for assessing individuals leaving NHH.
 - 11.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 11.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.

11.4. PEER SUPPORTS

- 11.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 11.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional interventions uniquely suited to the peer role such as intentional peer support
 - 11.4.1.2. Supporting peer specialists to promote hope and resilience, facilitate the development and use of recovery-based goals and care plans, encourage treatment engagement and facilitate connections with natural supports

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11.4.1.3. Establishing working relationships with the local Peer Support Agencies, including any Peer Respite, step-up/step-down, and Clubhouse Centers and promote the availability of these services

11.5. TRANSITION OF CARE WITH MCO's

- 11.5.1. The role of the Contractor in providing information to individuals on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or enrollment materials specifically developed for the selection of a managed care plan, to be approved by the Department. The Contractor shall not steer, or attempt to steer, any enrolled individuals toward a specific plan or limited number of plans or to opt out of managed care. Nothing in this contract will prohibit the contractor from notifying individuals of its participation with a managed care plan.
- 11.5.2. In the event that an individual requests that the Contractor transfer the individual's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the individual's medical records within ten (10) business days of receiving a written request from the individual and the remainder of the individual's medical records within thirty (30) business days.
- 11.5.3. The Contractor shall ensure care coordination occurs with the MCO Care Managers to support care coordination among and between services providers occurs.

12. CANS/ANSA OR OTHER APPROVED ASSESSMENT

- 12.1. The Contractor shall ensure that all excluding Emergency Services clinicians who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) or other approved tool, if they are a clinician serving the child and youth population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) (or other approved evidence based tool such as the DLA20) if they are a clinician serving the adult population
 - 12.1.1. Clinicians shall be certified as a result of successful annual completion of a test provided by the Praed Foundation.
 - 12.1.2. Ratings generated by the New Hampshire version of the CANS or ANSA or other approved tools such as DLA20 assessment shall be:
 - 12.1.2.1. Employed to develop an individualized, person-centered treatment plan.
 - 12.1.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services.

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- 12.1.2.3. Submitted to the database managed for the Department that will allow client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format.
- 12.1.2.4. Ratings may be employed to assist in determining eligibility for State Psychiatric Rehabilitation services.
- 12.1.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA 2.0 or other approved tool shall be conducted based off the timeframes outlined in He-M 401.
- 12.1.4. An alternate evidence based approved assessment must meet all CANS/ANSA 2.0 domains in order to meet consistent reporting requirements.
- 12.1.5. Should the parties reach agreement on an alternative mechanism, written approval from the department will be required in order to substitute for the CANS/ANSA 2.0.
- 12.1.6. If an alternative is selected, monthly reporting of data generated must be in CANS/ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

- 13.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.
- 13.2. Upon request by the Department, the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

14. APPLICATION FOR OTHER SERVICES

14.1. The Contractor shall provide assistance to eligible individuals in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

15. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

15.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16. QUALITY IMPROVEMENT

16.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary

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and appropriate by the Department within timeframes reasonably specified by the Department.

- 16.2. In order to measure Individual and Family Satisfaction, the Department shall conduct an individual satisfaction survey.
 - 16.2.1. The Contractor agrees to furnish (within HIPAA regulations) information necessary to complete the survey
 - 16.2.2. The Contractor agrees to furnish complete and current contact information so that individuals can be contacted to participate in the survey.
 - 16.2.3. The Contractor shall support the efforts of the Department to conduct the survey, and shall encourage all individuals sampled to participate. The Contractor shall display posters and other materials provided by the Department to explain the survey and otherwise support attempts by the Department to increase participation in the survey.
- 16.3. The Contractor shall engage and comply with all aspects of ACT and Supported Employment fidelity reviews based on model approved by the department and on a schedule approved by the Department.

17. MAINTENANCE OF FISCAL INTEGRITY

- 17.1. The Contractor shall submit to the Department the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization each month.
- 17.2. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations.
- 17.3. Statements shall be submitted within thirty (30) calendar days after each month end, and shall include, but are not limited to:
 - 17.3.1. Days of Cash on Hand:
 - 17.3.1.1. <u>Definition</u>: The days of operating expenses, that can be covered by the unrestricted cash on hand.
 - 17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - 17.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

17.3.2. Current Ratio:

17.3.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

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- 17.3.2.2. Formula: Total current assets divided by total current liabilities.
- 17.3.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 17.3.3. Debt Service Coverage Ratio:
 - 17.3.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 17.3.3.2. <u>Definition</u>: The ratio of Net Income to the year to date debt service.
 - 17.3.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 17.3.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 17.3.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 17.3.4. Net Assets to Total Assets:
 - 17.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 17.3.4.2. <u>Definition</u>: The ratio of the Contractor's net assets to total assets.
 - 17.3.4.3. <u>Formula</u>: Net assets (total assets less total liabilities) divided by total assets.
 - 17.3.4.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements.
 - 17.3.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 17.4. In the event that the Contractor does not meet either:
 - 17.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 17.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 17.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 17.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification and plan shall be updated at least every thirty (30)-calendar days until compliance is achieved.

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- 17.4.2.3. The Department may request additional information to assure continued access to services.
- 17.4.2.4. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 17.5. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement
- 17.6. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- 17.7. The Contractor shall provide its Revenue and Expense Budget on a form supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 17.8. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

18. REDUCTION OR SUSPENSION OF FUNDING

- 18.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 18.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, which shall include, but is not limited to:
 - 18.2.1. Evaluation and, if eligible, an individual service plan for all new applicants for services The Contractor shall notify the Department in the event that any necessary services which are unavailable;
 - 18.2.2. Emergency services to all individuals;
 - 18.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.
 - 18.2.4. Services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

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19. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 19.1. The Contractor shall provide at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services subject to CMHC Board Approval
- 19.2. The Contractor will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 19.3. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

20. DATA REPORTING

- 20.1. The Contractor agrees to submit to the Department any data needed to comply with federal or other reporting requirements.
- 20.2. The Contractor shall submit all required data elements via the Phoenix system except for the CANS/ANSA and PATH data as otherwise specified. Any system changes that need to occur in order to support this must be completed within six (6) months from the contract effective date.
- 20.3. The Contractor shall submit individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.
- 20.4. Client eligibility shall be included with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, the following categories are acceptable: SPMI, SMI, LU, SED, SEDIA.
- 20.5. General requirements for the Phoenix system are as follows:
 - 20.5.1. All data collected in the Phoenix system is the property of the Department to use as it deems necessary;
 - 20.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
 - 20.5.3. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days;
 - 20.5.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.
 - 20.5.5. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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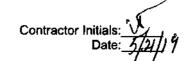




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- 20.5.5.1. All data is formatted in accordance with the file specifications;
- 20.5.5.2. No records will reject due to illegal characters or invalid formatting; and
- 20.5.5.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.
- 20.5.6. The Contractor shall meet the following standards:
 - 20.5.6.1. <u>Timeliness</u>: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.
 - 20.5.6.2. <u>Completeness</u>: submitted data must represent at least ninetyeight percent (98%) of billable services provided, and ninetyeight percent (98%) individuals served by the Contractor.
 - 20.5.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.
- 20.5.7. The Department may waive requirements for fields on a case-by-case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by the Department.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.
- 21.2. Activities that may be funded:
 - 21.2.1. Costs associated with client-level Phoenix and CANS/ANSA databases or other approved tool including, but not limited to:
 - 21.2.1.1. Contractors performing rewrites to database and/or submittal routines.
 - 21.2.1.2. Information Technology (IT) staff time used for re-writing, testing or validating data.
 - 21.2.1.3. Software and/or training purchased to improve data collection.
 - 21.2.1.4. Staff training for collecting new data elements.
 - 21.2.1.5. Developing any other BMHS-requested data reporting system.

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- 21.3. Other conditions for payment:
 - 21.3.1. Progress Reports from the Contractor shall:
 - 21.3.1.1. Outline activities related to Phoenix database;
 - 21.3.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.3.1.3. Include progress to meet anticipated deadlines as specified.

22. PATH SERVICES

- 22.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder, which shall include, but are not limited to:
 - 22.1.1. Outreach.
 - 22.1.2. Screening and diagnostic treatment.
 - 22.1.3. Staff training
 - 22.1.4. Case management.
- 22.2. PATH case management services shall include; but are not limited to:
 - 22.2.1. Providing assistance to eligible homeless individuals in obtaining and coordinating services, including referrals for primary health care.
 - 22.2.2. Providing assistance for eligible individuals in obtaining income support services, including, but not limited to:
 - 22.2.2.1. Housing assistance.
 - 22.2.2.2. Food stamps.
 - 22.2.3. Supplementary security income benefits.
- 22.3. The Contractor shall acknowledge that provision of PATH outreach services may require a lengthy engagement process and that eligible individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities.
- 22.4. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 22.5. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services, and shall provide housing supports as determined by the Department.
- 22.6. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 22.7. The Contractor shall 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 New Hampshire Homeless Management Information System policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS

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- policy can be accessed electronically through the following website: http://www.nh-hmis.org.
- 22.8. Failure to submit the above reports or enter data into HMIS in a timely manner could result in delay or withholding of reimbursements until such reports are received or data entries are confirmed by the Department.
- 22.9. The Contractor shall ensure that each PATH worker provides outreach efforts through ongoing engagement with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals.
- 22.10. The Contractor shall ensure that each PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 22.11. As part of the PATH outreach process, the designated PATH worker shall assess each individual for immediacy of needs, and continue to work with each individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.
- 22.12. The Department reserves the option to observe PATH performance, activities and documents under this Agreement; however, these activities may not unreasonably interfere with contractor performance
- 22.13. The Contractor shall inform BHHS of any staffing changes.
- 22.14. The Contractor shall retain all records 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 there from are resolved, whichever is later.
- 22.15. The Department reserves the right to make changes to the contract service that do not affect its scope, duration, or financial limitations upon agreement between the Contractor and the Department.

23. HOUSING SUPPORT SERVICES

- 23.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.
- 23.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

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Exhibit B Amendment #1

Method and Conditions Precedent to Payment

 The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency:

U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93.778

Federal Agency:

US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

CFDA: #93.150

Federal Agency: U.S. Department of Health and Human Services

Program Title: Projects for Assistance in Transition from Homelessness (PATH)

FAIN:

- The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. <u>Medicaid Care Management</u>: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. <u>Medicaid Fee for Service</u>: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:

7.2.1. The Contractor shall directly bill the other insurance or payors.

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- 7.3. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY 19	SFY20 Amount	SFY21 Amount
Div. for Children Youth and Families (DCYF) Consultation (BCBH)	\$1,770	\$ 1,770	\$ 1,770
Emergency Services	\$121,846	\$ 121,846	\$ 121,846
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$ 225,000	\$ 225,000
ACT Enhancement Payment	\$25,000		
Child and Youth Based Programming and Team Based Approaches (BCBH)	\$5,000	\$120,000	\$120,000
Behavioral Health Services Information System (BHSIS)	\$5,000	\$5,000	\$5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) (BCBH)	\$0	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW) (BCBH)	\$3,945	\$ 6,000	\$ 6,000
PATH Provider (BHS Funding)	\$29,500	\$38,234	\$38,234
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Total	\$482,061	\$522,850	\$522,850

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.

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- 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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

- 9.4. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlines in Exhibit A, Division for Children, Youth, and Families (DCYF).
- 9.5. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Provision of Care in Emergency Departments and Emergency Services.
- 9.6. <u>Assertive Community Treatment Team (ACT) Adults</u>): The contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit A, Adult Assertive Community Treatment (ACT) Teams.

ACT Costs	INVOICE TYPE	TOTAL COST	
Invoice Based payments	Programmatic costs as outlined on invoice by month		
ACT Enhancements	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5,000.00. Each item may only be reported on one time for payment. 1. Agency employs a minimum of .5 Physiatrist on Team based on SFY 19 or 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 or 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or		
ACT Enhancements	D. 11 m	\$25.000	

- 9.7. Child and Youth Based Programming and Team Based Approaches funding to support programming specified in Exhibit A.
- 9.8. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.

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9.9. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

SFY	TRAC COSTS	CERTIFICATION OR RECERTIFICATION	TOTAL COST
2020	\$2,500	\$250/Person X 10 People = \$2,000	\$5,000
2021	\$2,500	\$250/Person X 10 People = \$2,500	\$5,000

- 9.10 RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.
- 9.11 PATH Funding: Subject to change based on performance standards, HMIS compliance, SAMHSA requirements, and PATH grant requirements as outlined in Exhibit A, PATH Services.
- 9.12 Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, effective upon Governor and Executive Council approval for this Amendment.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One time payment	\$15,000
Direct contact with each individual receiving	One time payment	\$10,000

- 9.13 General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
- 9.14 System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B, Section 7. Invoice for funds should outline activity is has supported.
- 10 Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61791

Certificate Number: 0004489721



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2019.

William M. Gardner Secretary of State

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLM CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on June 30, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 442328

Certificate Number: 0004489718



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2019.

William M. Gardner

Secretary of State

CERTIFICATE OF VOTE

ı,Judith Ryan	, do hereby certify that
I,Judith Ryan	
I. I am a duly elected Officer ofCLM Center For Life Management(Agency Name)	
2. The following is a true copy of the resolution duly adopted at a meeting of the Board	of Directors of
the Agency duly held on May 21, 2019: (Date)	
RESOLVED: That theVic Topo(Title of Contract Signatory)	
(Title of Contract Signatory)	
is hereby authorized on behalf of this Agency to enter into the said contract with the Stexecute any and all documents, agreements and other instruments, and any amendment or modifications thereto, as he/she may deem necessary, desirable or appropriate.	
3. The forgoing resolutions have not been amended or revoked, and remain in full force	e and effect as of
the 1/2 day of 1/24 (Date Contract Signed)	
4Vic Topo is the duly electedPresident/0 (Name of Contract Signatory) (Title of Contract Sig	DEO
of the Agency. (Signature of the Ele	cted Officer)
STATE OF NEW HAMPSHIRE	
County of _Rockingham	
The forgoing instrument was acknowledged before me this day of	, 20 <u>/9</u> ,
ByJudith Ryan(Name of Elected Officer of the Agency)	e of the Peace
(NO TARY SEAL) LYNDA A. SILEGY Notary Public - New Hampshire Commission Expires: My Commission Expires August 5, 2019	
Commission Expires:	

ACORD...

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2019

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(les) must have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

uns certificate does no	or comer any rights to the certificate holder	in lieu of such endorsement(s).						
PRODUCER US! Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123		CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C,	No):					
		E-MAIL ADDRESS:						
		INSURER(S) AFFORDING COVERAGE	NAIC #					
		INSURER A : Philadelphia Indemnity Insurance Co.	18058					
The Mental Health Center for Southern NH DBA CLM Center for Life Management		INSURER B : Granite State Insurance Company	23809					
		INSURER C:						
10 Tsienneto Rd	INSURER D:							
Derry, NH 03038		INSURER E:						
2017,1111		INSURER F :						
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:						

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD

C E	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		ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
Α	X COMMERCIAL GENERAL LIABILITY		PHPK1886772	10/01/2018	10/01/2019	EACH OCCURRENCE	\$1,000,000		
	CLAIMS-MADE OCCUR			ĺ		DAMAGE TO RENTED PREMISES (Ea occurrence)	s 250,000		
						MED EXP (Any one person)	s 10,000		
						PERSONAL & ADV INJURY	s 1,000,000		
	GENL AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE	s 3,000,000		
l	POLICY JECT LOC	i				PRODUCTS - COMP/OP AGG	s3,000,000		
	OTHER:	i	, , , , , , , , , , , , , , , , , , , ,		i		\$		
Α	AUTOMOBILE LIABILITY		PHPK1886766	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	X ANY AUTO SCHEDULED					BODILY INJURY (Per person)	\$		
	AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS ONLY X AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$		
							\$		
Α	X UMBRELLA LIAB X OCCUR		PUB648899	10/01/2018	10/01/2019	EACH OCCURRENCE	\$5,000,000		
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	s5,000,000		
	DED X RETENTION \$10000						\$		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		WC017064748	10/01/2018	10/01/2019	X PER STATUTE ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$500,000		
	(Mandatory in NH)			i		E.L. DISEASE - EA EMPLOYEE	\$500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000		
Α	Professional Liab		PHPK1886772	10/01/2018	10/01/2019	\$1,000,000			
						\$3,000,000			
DEC.	DESCRIPTION OF OPENATIONS (A ACADONS (NEURISE OF CORD AND ALAWARD BOUND AND ALAWARD BOUND OF CORD AND ALAWARD BOUND AND ALAWARD BOUND AND ALAWARD BOUND AND ALAWARD BOUND AND AND ALAWARD BOUND AND ALAW								

CERTIFICATE	HOLDER

CANCELLATION

NH Dept of Health and Human Services Bureau of Mental Health Services 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

See Hot

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MISSION STATEMENT

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

CONSOLIDATED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION Years ended June 30, 2018 and 2017

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Years ended June 30, 2018 and 2017

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Independent Auditor's Report

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

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2018 and 2017, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 16-22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated October 16, 2018, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely 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 effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates internal control over financial reporting and compliance.

Essex Junction, Vermont

Registration number VT092.0000684

Wallets What I Assec, see

October 16, 2018

Consolidated Statements of Financial Position June 30, 2018 and 2017

ASSETS

		2018		2017
Current assets:		<u> </u>		<u> 2017</u>
Cash and cash equivalents	\$	1,640,075	\$	1,060,309
Accounts receivable, net		864,230		874,385
Other receivables		144,815		116,163
Prepaid expenses		80,753		93,249
Security deposit		11,087		11,087
Total current assets		2,740,960		2,155,193
Property and equipment, net	_	3,656,665	_	3,808,664
Other assets				
Interest rate swap agreement	_	48,533		
Total assets	<u>\$</u>	6,446,158	\$	<u>5,963,857</u>
LIABILITIES AND NET ASSETS				
Current liabilities:				
Current portion of long term debt	\$	88,538	\$	86,038
Accounts payable		53,554		81,794
Accrued payroll and payroll liabilities		375,055		364,814
Accrued vacation		327,657		292,305
Accrued expenses		13,319		12,500
Deferred revenue		7,580		7,580
Total current liabilities		865,703		845,031
Long term liabilities				
Interest rate swap agreement		-		37,053
PMPM reserve		112,737		_
Long term debt, less current portion		2,308,819		2,397,390
Total long term liabilities	2	2,421,556		2,434,443
Total liabilities	3	3,287,259	3	,279,474
Net assets - unrestricted	3	3,158,899	2	,684,383
Total liabilities and unrestricted net assets	\$ 6	.446,158	\$ <u>5</u>	<u>,963,857</u>

Consolidated Statements of Activities Years ended June 30, 2018 and 2017

		<u>2018</u>		<u>2017</u>
Public support and revenues:				
Public support:				
Federal	\$	1,005,755	\$	744,203
State of New Hampshire - BBH		316,921		518,471
State and local funding		43,602		44,601
Other public support	_	131,172	_	148,038
Total public support		1,497,450		1,455,313
Revenues:				
Program service fees, net		12,364,822		11,514,943
Other service income		467,403		422,362
Rental income		4,985		4,798
Other	_	39,231		20,038
Total revenues	_	12,876,441	_	11,962,141
Total public support and revenues		14,373,891		13,417,454
Operating expenses:				
BBH funded programs:				
Children		4,859,070		4,450,932
Elders		282,131		243,821
Vocational		234,156		229,971
Multi-Service		2,609,377		2,329,607
Acute Care		775,806		745,489
Independent Living		2,226,618		1,876,360
Assertive Community Treatment		835,083		678,106
Non-Specialized Outpatient		980,645		1,370,779
Non-BBH funded program services	_	132,495	_	167,338
Total program expenses		12,935,381		12,092,403
Administrative expenses	_	1,049,580		1,089,423
Total expenses	_	13,984,961	_	13,181,826
Change in net assets from operations		388,930		235,628
Non-operating expenses:				
Fair value loss on interest rate swap	_	85,586	_	148,152
Change in net assets		474,516		383,780
Net assets, beginning of year	_	2,684,383	_	2,300,603
Net assets, end of year	<u>\$</u>	3,158,899	\$	2,684,383

Consolidated Statements of Functional Expenses Years ended June 30, 2018 and 2017

	2018					2017						
		Program Services	<u>Adn</u>	ninistrative	2	Total		Program <u>Services</u>	<u>Adn</u>	<u>ninistrat</u> ive	!	Total
Personnel costs:												
Salaries and wages	\$	8,271,397	S	679,212	\$	8,950,609	\$	7,739,427	\$	708,667	\$	8,448,094
Employee benefits		1,770,356		136,304		1,906,660	•	1,512,048	_	135,073	•	1,647,121
Payroll taxes		589,194		48,580		637,774		556,222		47,730		603,952
Accounting/audit fees		50,511		4,910		55,421		52,170		9,915		62,085
Advertising		18,548		2,626		21,174		8,195		702		8,897
Conferences, conventions and meetings		27,262		11,456		38,718		20,838		11,992		32,830
Depreciation		186,697		18,240		204,937		201,071		20,764		221,835
Equipment maintenance		14,183		1,385		15,568		11.094		1,146		12,240
Equipment rental		38,062		2,996		41,058		47,239		3,755		50,994
Insurance		64,120		6,898		71,018		71,935		7,568		79,503
Interest expense		96,382		9,417		105,799		98,804		15,153		113,957
Legal fees		43,606		4,071		47,677		35,825		3,498		39.323
Membership dues		48,330		8,218		56,548		46,938		8,670		55,608
Occupancy expenses		896,640		10,055		906,695		842,203		10,283		852,486
Office expenses		193,164		20,508		213,672		195,435		20,893		216,328
Other expenses		55,224		17,866		73,090		28,599		12,015		40,614
Other professional fees		273,798		55,732		329,530		303,067		58.786		361,853
Program supplies		84,240		8,943		93,183		123,719		10,843		134,562
Travel		213,667		2,163		215,830		197,574		1,970		199,544
	1	2,935,381	1.	049,580	1	3,984,961	1	2,092,403	1	089,423		3,181,826
Administrative allocation		1,049,580		049,580)	-			1,089,423		089,423)	-	J,101,02U
Total expenses	1	3,948,535	\$		\$ 1.	3,984,961	_		\$		\$ 1.	3,181,826

Consolidated Statements of Cash Flows Years ended June 30, 2018 and 2017

		<u>2018</u>		<u>2017</u>
Cash flows from operating activities:				
Increase (decrease) in net assets	\$	474,516	\$	383,780
Adjustments to reconcile increase (decrease) in net				
assets to net cash provided by operating activities:				
Depreciation		204,937		221,835
Amortization of loan origination fees included				
in interest expense		18,929		18,937
(Increase) decrease in:				
Accounts receivable, net		10,155		207,166
Other receivables		(28,652)		138,959
Prepaid expenses		12,496		(31,206)
Increase (decrease) in:				
Accounts payable and accrued expenses		18,172		104,572
Deferred revenue		-		(4,400)
PMPM reserve	_	112,737	_	
Net cash provided by operating activities		823,290		1,039,643
Cash flows from investing activities:				
Purchases of property and equipment		(52,938)	_	(32,734)
Net cash (used) provided by investing activities	_	(52,938)	_	(32,734)
Cash flows from financing activities:				
Fair value (gain) loss on interest rate swap		(85,586)		(148,152)
Net borrowing (payments) on line of credit		-		(100,000)
Net principal payments on long term debt	_	(105,000)	_	(102,500)
Net cash used in financing activities	_	(190,586)	_	(350,652)
Net increase (decrease) in cash and cash equivalents		579,766		656,257
Cash and cash equivalents, beginning of year		1,060,309	_	404,052
Cash and cash equivalents, end of year	\$	1,640,075	\$	1,060,309
Supplemental cash flow disclosures: Cash paid during the year for interest	<u>\$</u>	105,799	\$	113,957

Notes to Consolidated Financial Statements June 30, 2018 and 2017

Note 1. Nature of organization

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

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

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

Basis of consolidation

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

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

Basis of accounting

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

Basis of presentation

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

<u>Unrestricted net assets</u> - Net assets that are not subject to donor-imposed restrictions.

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

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

Notes to Consolidated Financial Statements June 30, 2018 and 2017

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

At June 30, 2018 and 2017, the Organization had no temporarily or permanently restricted net assets.

General

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

Use of estimates

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

Cash and cash equivalents

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

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of \$224,548 and \$208,878 as of June 30, 2018 and 2017, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property

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

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

All equipment valued at \$500 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was \$204,937 and \$221,835 for the years ended June 30, 2018 and 2017, respectively.

Notes to Consolidated Financial Statements June 30, 2018 and 2017

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

Finance costs

Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with Generally Accepted Accounting Principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 6. The costs are amortized over the term of the respective financing arrangement.

Vacation pay and fringe benefits

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

Fair value measurements and financial instruments

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

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

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

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

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Contributions

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

Notes to Consolidated Financial Statements June 30, 2018 and 2017

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

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

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

Third-party contractual arrangements

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

Interest rate swap

The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 8. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Advertising expenses

The Organization expenses advertising costs as they are incurred.

Expense allocation

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

Income taxes

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

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

These financial statements follow FASB ASC, Accounting for Uncertain Income Taxes, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

Notes to Consolidated Financial Statements June 30, 2018 and 2017

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

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

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2015, 2016 and 2017 are subject to examination by the IRS, generally for three years after filing.

Reclassifications

Certain amounts in the prior-year financial statements have been reclassified in order to be comparable with the current year presentation.

Subsequent events

in New Hampshire

The Organization has evaluated all subsequent events through October 16, 2018, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Note 4.

Accounts receivable consist of the following at June 30,:

	2018			_	2017				
		Receivable				Receivabl	e		
Accounts receivable	Receivable	Allowance	Net	Re	ceivable	Allowane	e No	t	
Clients		(179,244) \$	153,068	\$	310,035	(161,421)	\$ 148,0	514	
Insurance companies	•	(6,476)	138,332		136,783	(3,018)	-		
Medicaid	540,750	(35,213)	505,537		494,240	(29,656)			
Medicare	70,908	(3,615)	67,293		142,205	(14,783)	-		
	\$1,088,778 \$_		864,230			(208,878)			
					2010		2017		
					<u>2018</u>		<u>2017</u>		
Other receivables									
Towns				5	18,600	\$	23,000		
NH Division of Me	ntal Health				87,680		64,982		
Contractual services	s				38,535		28,181		
	~		•		44.815	\$	116.163		
Concentrations of c	redit risk		`				 2		
Financial instrumen	ts that potentia	ally subject th	he Organi	ization	to conce	ntrations o	f credit ri	sk	
consist of the follow	ving:	_	_						
	U				<u>2018</u>		<u> 2017</u>		
Receivables primari	ily for services	provided							
to individuals and									
southern New Har			\$	88	64,230	\$	874,385		
	•								
Other receivables di	ue from entitie	s located							

\$ 144,815

\$ 116,163

Notes to Consolidated Financial Statements June 30, 2018 and 2017

Note 4. Concentrations of credit risk (continued)

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2018 and 2017, the Organization had approximately \$1,212,400 and \$655,600 in uninsured cash balances.

Note 5. Property

Property and equipment consists of the following at June 30:

	2018	<u>2017</u>
v 1	\$ 565,000	\$ 565,000
Land	3,977,453	3,959,330
Buildings and improvements	20,000	20,000
Automobiles	1,446,194	1,411,379
Equipment	6,008,647	5,955,709
tlated depreciation	(2,351,982)	(2,147,045)
Less: accumulated depreciation	\$ 3,656,665	\$ <u>3,808,664</u>
Property and equipment, net	*	-

Note 6. Long term debt

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

	<u>2018</u>	<u>201</u> 7
Series 2015 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of \$3,042,730, remarketed and sold to People's United Bank at a variable rate, with an effective rate of 2.8169% and 2.17385% at June 30, 2018 and 2017, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 8. Less: unamortized finance costs Long term debt, less unamortized finance costs	2,755,230 (357,873) 2,397,357	2,860,230 (376,802) 2,483,428 (86,038)
Less: current portion of long term debt Long term debt, less current portion	(88,538) \$_2,308,819	\$ <u>2,397,390</u>

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of the finance costs is reported as interest expense in the financial statements. Amortization of \$18,929 and \$18,937 is reported as interest expense in the consolidated statement of activities for the years ending June 30, 2018 and 2017, respectively.

Notes to Consolidated Financial Statements June 30, 2018 and 2017

Note 6. Long term debt (continued)

Future maturities to long term debt are as follows:

	Lo	ong Term Debt	;	Unamortized		
		Principal		Finance Costs		<u>Net</u>
Year ending June 30,		_				
2019	\$	107,500	\$	(18,962)	\$	88,538
2020		112,500		(18,962)		93,538
2021		117,500		(18,962)		98,538
2022		122,500		(18,962)		103,538
2023		127,500		(18,962)		108,538
Thereafter	_	2,167,730	_	(263,063)	_	1,904,667
Total	\$_	2,755,230	\$_	(357,873)	\$_	2,397,357

Note 7. Line of credit

As of June 30, 2018, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which is available through March 29, 2019. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 6.00% at June 30, 2018). The outstanding balance on the line at June 30, 2018 was \$0. The line of credit is secured by all business assets and real estate.

As of June 30, 2017, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of \$850,000, which was available through March 2018. Interest accrued on the outstanding principal balance was payable monthly at the Wall Street Journal Prime plus 1.50% (effective rate of 5.25% at June 30, 2017). The outstanding balance on the line at June 30, 2017 was \$0. The line of credit was secured by all business assets and real estate.

Note 8. <u>Interest rate swap</u>

During 2016, the Organization entered into an interest rate swap agreement with People's United Bank that effectively fixes the interest rate on the outstanding principal of the Banks term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of \$2,755,230 and \$2,860,230 at June 30, 2018 and 2017, respectively.

Notes to Consolidated Financial Statements June 30, 2018 and 2017

Note 8. Interest rate swap (continued)

In accordance with Generally Accepted Accounting Principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in unrestricted net assets. For the year ending June 30, 2018 and 2017, the Organization reported an interest rate swap asset of \$48,533 and liability of \$37,053 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$85,586 and \$148,152 on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 9. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$99,861 and \$94,737 for the years ending June 30, 2018 and 2017, respectively.

Note 10. Commitments and contingencies

The Mental Health Center for Southern New Hampshire, d/b/a CLM Center for Life Management, has entered into an agreement with Parkland Medical Center ("PMC") of Derry, New Hampshire, which requires that CLM provide 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.

The original agreement expired May 31, 2018, however, a new agreement was effective July 1, 2018. The new agreement is effective for an initial one year term and may be renewed for up to two additional one year terms.

For the years ending June 30, 2018 and 2017, the Agency received approximately 72% and 67%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Agency Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds are taken as grant funds which are drawn as related expenses are incurred. Medicaid is comprised of 50% Federal funds and 50% New Hampshire State matching funds...

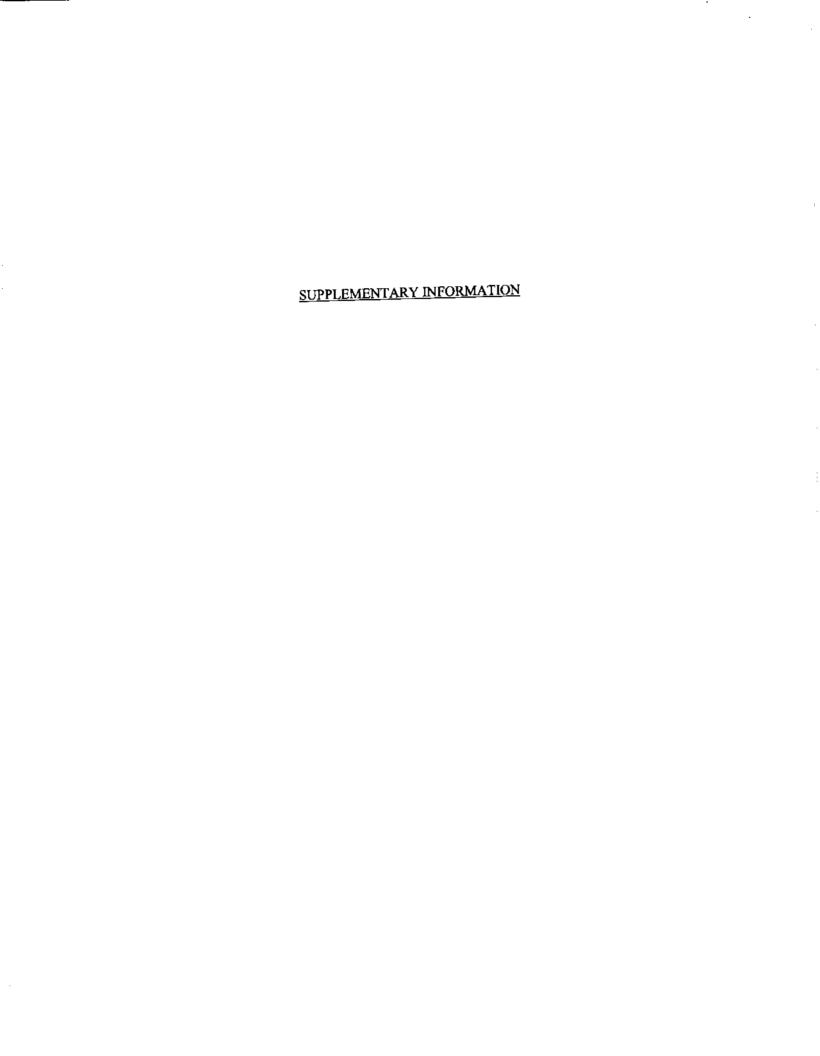
Notes to Consolidated Financial Statements June 30, 2018 and 2017

Note 11. Lease commitments

The Agency leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$157,000 and \$141,000 for the years ended June 30, 2018 and 2017, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2018:

Year ending June 30,	
2019	\$ 120,612
2020	12,316
2021	2,157
2022	2,157
2023	 2,157
Total	\$ 139,399



Consolidating Statement of Position June 30, 2018 Center for Life CL

	June 30, 2018					
	Center for Life	CLM		en::	0	
	<u>Management</u>	Foundation	Total	Eliminations	<u>Consolidated</u>	
<u>ASSETS</u>						
Current assets:						
Cash and cash equivalents	\$ 1,429,298	\$ 210,777	\$ 1,640,075	\$ -	\$ 1,640,075	
Accounts receivable, net	864,230	-	864,230	-	864,230	
Other receivables	144,815	-	144,815	-	144,815	
Prepaid expenses	80,753	-	80,753	-	80,753	
Security deposit	11,087		11,087		11,087	
Total current assets	2,530,183	210,777	2,740,960	-	2,740,960	
Property and equipment, net	3,656,665	-	3,656,665	-	3,656,665	
Other assets:						
Interest rate swap agreement	48,533		48,533		48,533	
Total assets	\$ 6,235,381	\$ 210,777	\$ 6,446,158	<u>s - </u>	\$ 6,446,158	
LIABILITIES AND NET ASSETS						
Current liabilities:						
Current portion of long-term debt	\$ 88,538	s -	\$ 88,538	\$ -	\$ 88,538	
Accounts payable	53,554	-	53,554	-	53,554	
Accrued payroll and payroll liabilities	375,055	-	375,055	-	375,055	
Accrued vacation	327,657	-	327,657	-	327,657	
Accrued expenses	13,319	-	13,319		13,319	
Deferred revenue	7,580		7,580		7,580	
Total current liabilities	865,703	-	865,703	-	865,703	
Long term liabilities:						
PMPM reserve	112,737	-	112,737	-	112,737	
Long-term-debt less current portion	2,308,819		2,308,819		2,308,819	
Total long term liabilities	2,421,556		<u>2,421,556</u>		2,421,556	
Total liabilities	3,287,259	-	3,287,259	-	3,287,259	
Net assets - unrestricted	2,948,122	210,777	3,158,899		3,158,899	
Total liabilities and unrestricted net assets	\$ 6,235,381	\$ 210,777	\$ 6.446,158	\$ -	\$ 6,446,158	

See Independent Auditor's Report

Consolidating Statement of Position

	June 30, 2017					
	Center for Life	CLM			Consolidated	
	Management	Foundation	<u>Total</u>	Eliminations		
ASSETS						
Current assets:	n 077 770	\$ 182,530	\$ 1,060,309	s -	\$ 1,060,309	
Cash and cash equivalents	\$ 877,779	\$ 182,530	874,385		874,385	
Accounts receivable, net	874,385	-	116,163	_	116,163	
Other receivables	116,163	•	93,249	_	93,249	
Prepaid expenses	93,249	-	11,087		11,087	
Security deposit	11,087	102.520	2,155,193		2,155,193	
Total current assets	1,972,663	182,530	3,808,664	-	3,808,664	
Property and equipment, net	3,808,664	. 102.520	\$ 5,963,857	<u>-</u>	\$ 5,963,857	
Total assets	<u>\$ 5.781.327</u>	<u>\$ 182,530</u>	<u>3 3,505,637</u>	-	<u> </u>	
LIABILITIES AND NET ASSETS						
Current liabilities:			s 86.038	• -	S 86,038	
Current portion of long-term debt	\$ 86,038	2 -	81,794	.	81,794	
Accounts payable	81,794	-	•	-	364,814	
Accrued payroll and payroll liabilities	364,814	-	364,814	•	292,305	
Accrued vacation	292,305	-	292,305	-	12,500	
Accrued expenses	12,500	-	12,500	-	7,580	
Deferred revenue	7,580		7,580	<u>-</u>	845,031	
Total current liabilities	845,031	-	845,031	-	043,031	
Long term liabilities			*= 050		37,053	
Interest rate swap agreement	37,053	-	37,053	-	2,397,390	
Long-term-debt less current portion	2,397,390		2,397,390		2,434,443	
Total long term liabilities	2,434,443		2,434,443			
Total liabilities	3,279,474	-	3,279,474	-	3,279,474	
Net assets - unrestricted	2,501,853	182,530			2,684,383	
Total liabilities and unrestricted net assets	<u>\$ 5.781.327</u>	\$ 182,5 <u>30</u>	<u>\$ 5.963.857</u>	<u>\$</u>	\$ 5,963.857	

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidating Statement of Activities For the Year Ended June 30, 2018

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
Public support and revenues:					
Public support:	\$ 1,005,755	•	\$ 1,005,755		\$ 1,005,755
Federal	\$ 1,005,755 316.921	\$ -	316,921	•	316,921
State of New Hampshire - BBH	43.602	•	43,602	-	43,602
State and local funding	43,602 66,499	64,673	131,172	-	131,172
Other public support		64,673	1,497,450	-	1,497,450
Total public support	1,432,777	04,073	1,497,430	•	1,497,430
Revenues:	40.0// 800		10 264 923		12,364,822
Program service fees, net	12,364,822	•	12,364,822	•	
Other service income	467,403	•	467,403	•	467,403
Rental income	4,985	-	4,985	-	4,985
Other	39,231		39,231		39,231
Total revenues	12,876,441		12,876,441	- _	12,876,441
Total public support and revenues	14,309,218	64,673	14,373,891	-	14,373,891
Operating expenses:					
BBH funded programs:					
Children	4,859,070	-	4,859,070	-	4,859,070
Elders	282,131	-	282,131	-	282,131
Vocational	234,156	-	234,156	•	234,156
Multi-Service	2,609,377	-	2,609,377		2,609,377
Acute Care	775,806	-	775,806	-	775,806
Independent Living	2,226,618	-	2,226,618	-	2,226,618
Assertive Community Treatment	835,083		835,083	-	835,083
Non-Specialized Outputient	980,645	-	980,645	-	980,645
Non-BBH funded program services	96,069	36,426	132,495		132,495
Total program expenses	12,898,955	36,426	12,935,381	-	12,935,381
Administrative expenses	1,049,580		1,049,580		1,049,580
Total expenses	13,948,535	36,426	13,984,961		13,984,961
Change in net assets from operations	360,683	28,247	388,930		388,930
Non-operating expenses:					
Fair value gain on interest rate swap	85,586		85,586		85,586
Change in net assets	446,269	28,247	474,516	-	474,516
Net assets, beginning of year	2,501,853	182,530	2,684,383		2,684,383
Net assets, end of year	\$ 2,948,122	\$ 210,777	\$ 3,158,899	<u>s - </u>	\$ 3,158,899

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES Consolidating Statement of Activities For the Year Ended June 30, 2017

	Center for Life		CLM				e dana	
	Ma	pagement	Fo	undation	Total	Eliminations	Consolidated	
Public support and revenues:								
Public support:	s	744.203			\$ 744,203	. 2	\$ 744,203	
Federal	,	•	•	-	518,471	•	518,471	
State of New Hampshire - BBH		518,471		•	44,601	-	44,601	
State and local funding		44,601 105,760		42,278	148,038	_	148,038	
Other public support			_	42,278	1,455,313		1.455,313	
Total public support		1,413,035		42,270	1,433,313		-,,-	
Revenues:					11,514,943		11,514,943	
Program service fees, net		1,514,943		•	422,362		422,362	
Other service income		422,362		•	4,798	_	4,798	
Rental income		4,798 20,038		-	20,038	-	20,038	
Other	_	11,962,141	_	 -	11,962,141		11,962,141	
Total revenues	_		_	42,278	13,417,454		13,417,454	
Total public support and revenues		13,375,176		42,276	13,417,424			
Operating expenses:								
BBH funded programs:					4,450,932	_	4.450,932	
Chíl dre n		4,450,932		•	243,821		243,821	
Elders		243,821		•	229,971		229,971	
Vocational		229,971		•	2,329,607	_	2,329,607	
Multi-Service		2,329,607		•	745,489	_	745,489	
Acute Care		745,489		•	1.876,360		1,876,360	
Independent Living		1,876,360		-	678,106		678,106	
Assertive Community Treatment		678,106		-	1,370,779		1,370,779	
Non-Specialized Outpatient		1,370,779		18,387	1,570,779		167,338	
Non-BBH funded program services	_	148,951	_		12,092,403		12,092,403	
Total program expenses		12,074,016		18,387	1,089,423		1,089,423	
Administrative expenses	_	1,089,423		18,387	13,181,826		13,181,826	
Total expenses	_	13,163,439			235,628		235,628	
Change in net assets from operations		211,737		23,891	253,026		255,025	
Non-operating expenses:					148,152	_	148,152	
Fair value loss on interest rate swap	_	148,152			383,780		383,780	
Change in net assets		359,889		23,891	2,300,603		2,300,603	
Net assets, beginning of year	_	2,141,964	. –	158,639	\$ 2,684,383		\$ 2,684,383	
Net assets, end of year	<u>s</u>	2,501,853	. \$	182,530	# Z,004,363	, 4 <u> </u>		

Analysis of Accounts Receivable For the Year Ended June 30, 2018

	R	Accounts eceivable ginning of Year	<u>G</u>	iross Fees	Ali	ntractual lowances and her Discounts Given	Ç	ash Receipts		hange in <u>Howance</u>	R	Accounts eceivable End of Year
Clients	\$	310,035	\$	1,296,179	\$	(364,667)	\$	(909,235)	\$	-	\$	332,312
Insurance companies		136,783		1,962,853		(893,278)		(1,061,550)		-		144,808
Medicaid		494,240		11,924,477		(1,980,508)		(9,897,459)		•		540,750
Medicare		142,205		628,346		(208,580)		(491,063)		-		70,908
Allowance Total	\$	(208,878) 874,385	<u>\$</u>	<u>-</u> 15,81 <u>1,855</u>	<u>s</u> _	(3,447,033)	<u>s</u>	(12,359,307)	<u>s</u>	(15,670) (15,670)	<u>\$</u>	(224,548) 864,230

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, 2018

	Children	<u>Elders</u>	Vocational	Multi- Service	Acute <u>Care</u>	Independent <u>Livine</u>	Assertive Community <u>Treatment</u>	Non- Specialized Outpatient	Other <u>Non-BBH</u>	Total Program Services	Admin- istrative	Total Agency
Public support and revenues: Public support:												
Federal	\$ 76,300	s -	s -	s - :	\$ 60,923	\$ 756,032	\$ 112,500	\$ -	\$ -	\$ 1,005,755	S -	\$ 1,005,755
State of New Harmshire - BBH	89,637	• .	•	26,653	60,923	2,000	112,500	25,208	-	316,921	-	316,921
State and local funding	14,538		-	-		-	-	14,538	14,526	43,602	-	43,602
Other public support	672	60	44	371	133	252	109	61,113	568	63,322	3,177	66,499
Total public support	181,147	60	44	27,024	121,979	758,284	225,109	100,859	15,094	1,429,600	3,177	1,432,777
Revenues:										12.164.022		12,364,822
Program service fees, net	5,557,379	520,735	190,868	3,268,342	361,910	1,452,537	567,004	445,772	275	12,364,822 466,483	920	467,403
Other service income	84,630	35,613	-	250	274,970	324	-	23,055	47,641			4,985
Rental income	854	-	-	1,569	854	8,54	-	854	-	4,985	3,822	39,231
Other	30,304	325	364	2,209	325	544	918	220	200	35,409	4,742	12,876,441
Total revenues	5,673,167	556,673	191,232	3,272,370	638,059	1,454,259	567,922	469,901	48,116	12,871,699	4,742	12,010,441
Total public support and revenues	5,854,314	556,733	191,276	3,299,394	760,038	2,212,543	793,031	570,760	63,210	14,301,299	7,919	14,309,218
Total expenses	5,254,682	305,079	253,201	2,821,626	838,909	2,407,738	903,010	1,060,410	103,880	13,948,535		13,948,535
Change in net assets from operations	599,632	251,654	(61,925)	477,768	(78,871)	(195,195)	(109,979)	(489,650)	(40,670)	352,764	7,919	360,683
Non-operating expenses: Fair value gain on interest rate swap	-								_ _ -	<u>-</u>	85,586	85,586
Change in net assets	\$ 599,632	\$ 251,654	\$ (61,925)	\$ 477,768	\$ (78,871)	<u>\$ (195,195</u>)	\$ (109,979)	\$ (489,650)	\$ (40,670)	\$ 352,7 <u>64</u>	\$ 93,505	\$ 446,269

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, 2018

	Children	Elders	Vocational	Multi- <u>Service</u>	Acute <u>Care</u>	Independent <u>Living</u>	Assertive Community <u>Treatment</u>	non- Specialized <u>Outpatient</u>	Other Non-BBH	Total Program <u>Services</u>	Admiz- <u>istrative</u>	Total Agency
Personnel costs:												
Salaries and wages	\$ 3,281,850	\$ 181,606	\$ 136,384	\$ 1,813,693	\$ 581,186	\$ 1,022,254	\$ 544,273	\$ 649,251	\$ 60,900	\$ 8,271,397	\$ 679,212	\$ 8,950,609
Employee benefits	659,679	58,197	55,224	407,059	69,889	266,730	118,061	123,877	11,640	1,770,356	136,304	1,906,660
Payroil taxes	234,369	13,191	8,633	128,935	42,269	71,879	38,903	46,644	4,371	589,194	48,580	637,774
Accounting/audit fees	18,885	1,128	1,055	9,962	3,058	8,353	3,328	3,849	650	50,268	4,910	55,178
Advertising	5,664	549	477	3,501	1,276	2,586	1,153	1,666	424	18,296	2,626	20,922
Conferences, conventions and meetings	9,176	385	294	5,075	1,574	2,289	2,416	5,920	133	27,262	11,456	38,718
Depreciation	70,150	4,181	3,914	36,991	11,354	31,028	12,357	14,304	2,418	186,697	18,240	204,937
Equipment maintenance	5,329	318	297	2,810	862	2,357	939	1,087	184	14,183	1,385	15,568
Equipment rentel	15,754	655	613	6,529	3,379	4,858	1,935	3,960	379	38,062	2,996	41,058
Insurance	22,955	1,552	1,343	13,883	3,939	9,738	3,954	4,961	1,022	63,347	6,898	70,245
Interest expense	36,218	2,157	2,021	19,098	5,861	16,016	6,380	7,382	1,249	96,382	9,417	105,799
Legal fees	14,266	1,274	939	7,876	2,827	5,349	6,490	3,558	1,027	43,606	4,071	47,677
Membership dues	20,010	1,235	927	8,538	3,381	5,636	2,383	3,827	2,393	48,330	8,218	56,548
Occupancy expenses	164,107	2,745	2,265	40,520	6,632	616,862	8,117	53,362	1,955	896,565	10,055	906,620
Office expenses	72,682	3,214	4,090	28,540	10,936	30,0 9 8	22,190	18,736	2,448	192,934	20,508	213,442
Other expenses	7,634	412	426	3,849	1,991	2,883	1,312	2,459	718	21,684	17,866	39,550
Other professional fees	97,506	5,767	5,399	52,594	17,673	52,913	16,993	20,286	3,354	272,485	55,732	328,217
Program supplies	32,132	1,435	2,935	13,591	6,698	7,223	7,269	12,197	760	84,240	8,943	93,183
Travel	89,704	2,130	6,920	6,333	1,021	67,566	36,630	3,319	44	213,667	2,163	215,830
	4,859,070	282,131	234,156	2,609,377	775,806	2,226,618	835,083	980,645	96,069	12,898,955	1,049,580	13,948,535
Administrative allocation	395,612	22,948	19,045	212,249	63,103	181,120	67,927	79,765	7,811	1,049,580	(1,049,580)	
Total program expenses	\$ 5,254,682	\$ 305,079	\$ 253,201	\$ 2,821,626	\$ 838,909	\$ 2,407,738	\$ 903,010	\$ 1,060,410	\$ 103,880	\$ 13,948,535	<u>s - </u>	\$ 13,948,535



BOARD OF DIRECTORS FY2019

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imorgan@semigen.net

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(603) 641-4145

maria.gudinas@unh.edu

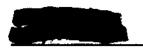
Christopher Peterson,

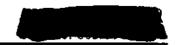
(603) 490-4497

MD

cpeterson.advocacy@gmail.com

VICTOR TOPO





President/Chief Executive Officer

Successful 35-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
- Collaboration

- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

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 including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 13 million.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of CLM owned Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of fifteen years. Has HIE capability already.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as the newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it. Exceeded 500 treatments thus far.

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 and their families.

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

EDUCATION

Master of Social Work (MSW)

West Virginia University, Morgantown, WV

Bachelor of Arts (BA)

Siena College, Londonville, NY

Associate of Applied Science (AAS)

Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way - Board of Directors

NH Mental Health Commission - Co-Chair

Consumers and Families Work Group

NH Statewide Evidenced Based Practice Committee - Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Behavioral Health Network - Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -

Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

Michael J. Bergeron

PROFESSIONAL PROFILE:

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

EXPERIENCE:

CLM Center for Life Management, Salem, NH

9/99--Present

Vice President, Chief Financial Officer

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

CLM Center for Life Management, Salem, NH

11/87--9/99

Director, Case Management Services

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

Hampstead Hospital,, Hampstead, NH

10/76--10/87

Senior Psychiatric Counselor

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

Prudential Insurance Company, Lawrence, MA

9/75—10/76

Special Agent -

 Sales and marketing of complete insurance portfolio including life, health, propertycasualty, and retirement.

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

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

Holy Family Hospital, Methuen, MA

6/70-6/72

Psychiatric Counselor

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

EDUCATION:

 New Hampshire College, Graduate School of Business, Manchester, NH M.B.A. Degree 1987

Fitchburg State College, Graduate School of Guidance and Counseling, Fitchburg, MA
 18 Graduate Hours in Counseling
 1973

Nathaniel Hawthorne College, Antrim, NH
 B.A. Degree
 1971

LICENSES AND PROFESSIONAL AFFILIATIONS:

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

Steve Arnault

Oblective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience

Lead

Healthcare Systems Align, LLC Nottingham, NH

1/2010 - Present

Healthcare Systems Align.com

Provide consultation to agencies, medical practices and practitioners to establish systems
of integrated healthcare that includes practice patients, billing strategies, quality and
compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance

Center for Life Management, Derry, NH www.centerforlifemanagement.org

1/2009 - Present

- Senior management position in mental health center serving 6000 consumers
 Responsibilities include development, Implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and Implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Services

Portsmouth Regional Hospital Portsmouth, NH

1/2006 - 12/2009

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed Inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the Integration of behavioral health into primary care. Manage annual budget of 10, 5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

Steve Arnault

Assistant Director / Behavioral Specialist Residential Resources; Keene, NH

1/1989 - 1/1992

 Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist /

The Center for Humanistic Change

8/1986 - 1/1989

Clinical Supervisor Manchester, NH

 Provide behavioral consultation to Individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager

Greater Lawrence Psychological Center

6/1984 - 8/1986

Lawrence, MA

Administrative, clinical and financial management of a group home serving 4
men with severe and persistent mental illness.

Teaching & Educational Experience

Adjunct Faculty

New England College; Henniker, NH

9/1994 - Present

www.nec.edu

Teach graduate and undergraduate courses in psychology, counseling., program development and evaluation

Director of Masters

Degree Program in

New England College; Henniker, NH

1/1998 - 3/2002

Mental Health Counseling

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant

New England College; Henniker, NH

Fall 2012 -Present

 Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

Steve Arnault

Curriculum Consultant

Bruce Mast and Associates: Portsmouth, NH www.bmaleadership.com

Fall 2008 --Spring 2010

- Co-authored Masters of Science Degree in Healthcare Transformative Leadership.
- Marketed degree to colleges, worked with senior administrations toward implementation, wrote course descriptions for academic catalogues, recruited faculty.
- Judge for BuisnessNH Magazine's 10 Best Companies to Work For contest, 2010-2012. Lead Judge for last two years

Edacation

Masters of Arts Counseling Psychology

Antioch New England Graduate School Keene, NH

1989

Bachelor of Arts Psychology

Plymouth State College; Plymouth, NH

1984

SeaCare Health Services WWW.Seacarehealthservices.org

Commenity Sarvica

Board

July 2008-November 2009

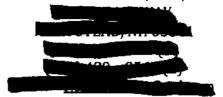
8/2012- Present

Pablications

Hudgins, C., Rose, S., Fifield, P.Y., Amault, S., (2014). The Ethics of Integration: Where Policy and Practice Collide. In Hodgon, j., Lamson, A., Mendenhall, T., Russell Crane, D. (eds) Medical Family Therapy: Advanced Applications, (First Edition, pp. 381-401) Dordrecht, Switzerland, Springer International Publishing.

Hudgins, C., Rose, S., Fifield. P.Y., Arnault, S., (2013). Navigating the ethical foundations of informed consent and confidentiality in integrated primary care. Families, Systems, & Health. 31, 9-19

KENNETH M. BROWN, M.D., M.P.H.



EMPLOYMENT:

1996 to Present	Hampstead Hospital Staff PsychiatristEvaluations, treatment, individual therapy, fa medication management, utilization review, sta and education, patient safety committee for Adu and Child patients.	ff development
2012 to Present	Hampstead Hospital Medical Director Recovery MattersAcute Residential Treatment program for subs disorders.	Hampstead, NH
1996 to Present	Private PracticeOutpatient medication management, individual consultation, adult, adolescent and childVivitrol injection clinic for alcohol and opiate of	• -
2001 to 2009	Hampstead Hospital Medical Director	Hampstead, NH
2009 to 2013	Center for Life Management Community Mental Health CenterEvaluations, medication management, treatme consultations Child and Adolescent Psychiatry a Substance Abuse	
2006 to 2010	Specialized Behavioral Health Consultants Psychiatric consultations at various contracted a Rockingham County, New Hampshire	nursing homes in
1997 to 2000	Center for Life Management Community Mental Health CenterEvaluations, medication management, treatme consultations Child and Adolescent Psychiatry	Salem, NH nt team focus,

EDUCATION	◆
1994 to 1996	CHILD AND ADOLESCENT PSYGHIATRY FELLOWSHIP University of Miami/ Jackson Memorial Hospital Miami, Florida
1991 to 1994	GENERAL PSYCHIATRY RESIDENCY Medical University of South Carolina Charleston, South Carolina
1987 to 1991	DOCTOR OF MEDICINE Tulane University School of Medicine New Orleans, Louisiana
1987 to 1991	MASTERS IN PUBLIC HEALTH Tulane University School of Public Health and Tropical Medicine New Orleans, Louisiana
1983 to 1987	BACHELOR IN SCIENCE ENGINEERING BIOMEDICAL ENGINEERING Tulane University College of Engineering New Orleans, Louisiana
1985 to 1986	TULANE UNIVERSITY HONOR SCHOLAR YEAR ABROAD University of Southampton Southampton, England

ACADEMIC AFFILIATION

2005 - Present	MASSACHUSETTS COLLEGE OF PHARMACY AND HEALTH APPLIED SCIENCESPreceptor for Psychiatry rotation for Physician Assistant students
1999 - 2003	DARTMOUTH UNIVERSITY Lebanon, New Hampshire Adjunct Professor in Clinical Research

RESEARCH

2000 - 2003

ACCESS CLINICAL TRIALS (sub-investigator)

A three week multicenter, randomized, double blind, placebo controlled, parallel group safety and efficacy study of extended release carbamazepine in patients with bipolar disorder. (SHIRE Laboratories)

A three week multicenter, randomized, double blind, placebo controlled, parallel group safety and efficacy study of extended release carbamazepine in Lithium Failure Patients patients with bipolar disorder. (SHIRE Laboratories)

A double blind, parallel study of the safety, tolerability and preliminary efficacy of flutamide compared to placebo in patients with anorexia nervosa. (VELA Pharmaceuticals, Inc.)

A phase III, randomized, double blind, placebo controlled study of safety and efficacy of C-1073 (Mifepristone) in patients with major depressive disorder with psychotic features who are not receiving antidepressants or antipsychotics. (CORCEPT Therapeutics, Inc.)

Olanzapine versus Ziprasidone in the treatment of schizophrenia (Eli Lilly and Company)

A Multicenter, randomized, double blind study of aripiprazole versus placebo in the treatment of acutely manic patients with bipolar disorder. (Bristol-Meyers-Squibb Pharmaceutical Research Institute)

PUBLICATIONS AND POSTER PRESENTATIONS

Bupoprion Sustained Release in Adolescents with Comorbid Attention Deficit/ Hyperactivity Disorder and Depression. Davis, Bentivoglo, Racusin, Brown, et al. J.AM.Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalogram in Adolescents with Depression. Bostic, Prince, Brown, Place. Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166

<u>Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.</u> Prince, Bostic, Monteaux, Brown, Place. Pharmacology Bulletin 2002; 36: 100-107.

2001 Citalopram in Adolescents with Mood and Anxiety Disorder: A Chart Review.

Presented at the Annual Meeting of the American Psychiatric Association, New Orleans, LA 5.9.2001

2001 Citalopram in Adolescents with Mood and Anxiety Disorders. Presented at the Annual Meeting of NCDEU, Phoenix, AZ 5.29.01

2001 Citalopram in Adolescents with Mood. Anxiety and Comorbid Conditions. Presented at the Annual Meeting of American Psychiatric Association 2001 Institute on Psychiatric Services, Orlando, FL 10.11.01

STATE LICENSURE

ACTIVE:

New Hampshire

INACTIVE:

Louisiana Florida South Carolina

Maine

CLM CENTER FOR LIFE MANAGAEMNT

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Vic Topo	President & CEO	\$160,854	32 %	\$51,473
Michael Bergeron	Vice President & CFO	\$133,674	32 %	\$42,776
Steve Arnault	Vice President Operations, Quality & Compliance	\$118,821	32 %	\$38,023
Kenneth Brown	Medical Director	\$260,000	32 %	\$83,200

21 mar



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

- STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION FOR BEHAVIORAL HEALTH BUREAU OF MENTAL HEALTH SERVICES

105 PLEASANT STREET, CONCORD, NH 03301 603-271-5000 1-800-852-3345 Ext. 5000 Fax: 603-271-5058 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 6, 2018

His Excellency, Governor Christopher T. Sununu . . . and the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, formally Behavioral Health Services, to amend the Center for Life Management contract, which is one (1) of the ten (10) sole source agreements below by adding Children's Assertive Community Treatment (ACT) Wraparound services to the scope of services and by increasing the price limitation by \$5,000 from \$12,829,412 to \$12,834,412, with no change to the completion date of June 30, 2019, effective upon Governor and Executive Council approval. Funds are, 100% General Funds.

Vendor	Vendor Number	Location	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget	G&C Approval
The Mental Health Center for Southern NH, dba CLM Center for Life Management	174116	Derry	\$778,122	\$5,000	\$783,122	O: 06/21/17 Late Item: A
Northern Human Services	177222	Conway	\$783,118	\$0.00	\$783,118	O: 06/21/17 Late Item: A
West Central Services DBA West Central Behavioral Health	-177654	Lebanon	\$651,922	\$0.00	\$661,922	O: 06/21/17 Late Item: A
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480	Laconia	\$673,770	\$0.00	\$673,770	O: 06/21/17 Late Item: A
Riverbend Community Mental Health, Inc.	177192	Concord	\$853,346	\$0.00	\$853,346	O: 06/21/17 Late Item: A
Monadnock Family Services	177510	Keene	\$806,720	\$0.00	\$806,720	O: 06/21/17 Late Item: A
Community Council of Nashua, NH, DBA Greater Nashua Mental Health Center at Community Council	154112	Nashua	\$2,461,738	\$0.00	. \$2,461,738	O: 09/13/17 tem: 15
The Mental Health Center of Greater Manchester, Inc.	177184	Manchester	\$3,394,980	\$0.00	\$3,394,980	O: 06/21/17 Late Item: A
Seacoast Mental Health Center, Inc.	174089	Portsmouth	\$1,771,070	\$0.00	\$1,771,070	O: 06/21/17 Late Item: A
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278	Dover	\$644,626	\$0.00	\$644,626	O: 06/21/17 Late Item: A
		Totals:	\$12,829,412	<u>\$5,000</u>	\$12,B34,412	NAME OF STREET

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

Funds to support this request are available in State Fiscal Year 2019.

Please see attached financial details sheet

EXPLANATION

These ten (10) agreements are sole source because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services' contracts for services through the community mental health centers are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

The purpose of this request is to expand the services provided by (CLM) Center for Life Management, to include Children's Assertive Community Treatment (ACT) Wraparound services. Services are provided to youth diagnosed with a Serious Emotional Disturbance (SED). The population served is identified youth with complex behavioral health needs that face a range of challenges and are at risk for poor health and education outcomes. Youth eligible to receive services are more likely to have difficulty forming friendships, drop out of school, enter into juvenile justice system and attempt suicide, than children/youth that are not balancing the daily challenges of having an SED. Youth with complex behavioral health needs, especially those served in out-of-home placements such as foster and/or residential care are often taking more than one psychotropic medication, putting children at increased risk for adverse side effects that could negatively impact their physical health.

Children/youth are often served by, or come into contact with, multiple state and local agencies, such as: Medicaid, social service agencies, child welfare agencies, behavioral health agencies, juvenile justice systems, schools and other education organizations. Services to be provided are intensive community based that are family driven, youth guided and in alignment with RSA 135:F, System of Care Law. Each child's ACT team will include a nurse, psychiatrist, case management, functional support specialist and master's level clinicians. Visits are provided in an array of locations that meet the child and family's needs.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. The vendor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

Should Governor and Executive Council determine not to approve this request, children with SED may not have access to intensive level treatment needed to support their mental health and emotional needs. Without ACT wraparound services such youth may have difficulty forming friendships, have decreased school attendance, increased suicide attempts and are at higher risk of entering into the juvenile justice system. Additionally youth who are prescribed multiple psychotropic medications may have an increase in adverse side effects that could impact their physical health, as such increasing the need for ACT services in order to maintain the safety of the youth and the community.

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3 of 3

Area served: Statewide.

Source of funds: 100% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Director

Approved by:

ffrey A. Meyers

05-95-92-922010-4117, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT CFDA# 93.778

88.2% General Funds; 11.65% Federal Funds; .15% Other

FAIN

1705NH5MAP

Northern Huma	n Services		rain .	Vendor # 177222		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	379,249	-	379,249
2019	102/500731	Contracts for Program Services	TBD	379,249	-	379,249
		Sub Total		758,498		758,498

West Central S	st Central Svcs, Inc., DBA West Behavioral Health Vendor # 17			Vendor # 177654		
Fiscat Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	322,191	-	322,191
2019	102/500731	Contracts for Program Services	TBD	322,191	-	322,191
		Sub Total		644,382		644,382

The Lakes Reg	ion Mental Health C	enter., Inc. DBA Genesis Behavioral I	Health_	Vendor # 154480		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2018	102/500731	Contracts for Program Services	TBD	328,115		328,115
2019	102/500731	Contracts for Program Services	TBD	328,115	-	328,115
		Sub Total		656,230	-	656,230

Riverbend Community Mental Health, Inc.			Vendor # 177192			
Fiscal Year	Class / Account	Class Tille	Job Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	381,653		381,653
2019	102/500731	Contracts for Program Services	TBD	381,653	-	381,653
		Sub Total		763,306	•	763,306

Monadnock Family Services						
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget
2018	102/500731	Contracts for Program Services	TBO	357,590	,	357,590
2019	102/500731	Contracts for Program Services	TBD	357,590	-	357,590
		Sub Total		715,180	-	715,180

Community Co.	uncil of Nashua, NH	DBA Greater Nashua Mental Health (Center at	Vendor # 154112		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2018	102/500731	Contracts for Program Services	TBD	1,183,799	-	1,183,799
2019	102/500731	Contracts for Program Services	TBD	1,183,799	-	1,183,799
		Sub Total		2,367,598		2,367,598

The Mental He	aith Center of Greate	er Manchesier, Inc.	,	Vendor # 177184	·	· · · · ·
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	• 1
	·	·			(Decrease)	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,829	-	1,646,829
2019	102/500731	Contracts for Program Services	TBD	1,646,829	-	1,646,829
		Sub Total		3,293,658	-	3,293,558

Seacoasi Ment	ital Health Center, Inc. Vendor # 174089					
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget
2018	102/500731	Contracts for Program Services	TBD	746,765		746,765
2019	102/500731	Contracts for Program Services	TBD	746,785]	746,765
		Sub Total		1,493.530		1,493,530

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community			Vendor # 177278	,		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	100/000704	Contract to Duncan Contract	700	******		
2018	102/500731	Contracts for Program Services	TBD	313,543	<u>- </u>	313,543
2019	102/500731	Contracts for Program Services	TBD	313,543		313,543
		Sub Total		627,086		627,086

The Mental Hea	he Mental Health Center for Southern New Hampshire DBA CLM Center for Life			Vendor # 174116		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	TBD	350,791	-	350,791
2019	102/500731	Contracts for Program Services	TBD	350,791	-	350,791
		Sub Total		701,582	-	701,582
		SUB TOTAL		12,021,050	-	12,021,050

05-95-92-922010-4121-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION

100% Federal Funds

CFDA# FAIN N/A N/A

Northern Huma	n Services			Vendor # 177222		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000		5,000
2019	102/500731	Contracts for Program Services	92204121	5,000		5,000
		Sub Total		10,000	·	5,000 10,000

West Central S	West Central Svcs, Inc., DBA West Behavioral Health			Vendor # 177654			
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount increase/	Revised Budget	
					(Decrease)	Amount	
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000	
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000	
_		Sub Tolal		10,000	-	10,000	

The Lakes Region Mental Health Center., Inc. DBA Genesis Be			l ealth	Vendor # 154480		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000		5,000
2019	102/500731	Contracts for Program Services	92204121	5,000		5,000
		Sub Total		10,000	-	10,000

Riverbend Com	Riverbend Community Mental Health, Inc.			Vendor # 177192		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budgel	Amount Increase/	Revised Budget Amount
			· · · · · · · · · · · · · · · · · · ·			
2018	102/500731	Contracts for Program Services	92204121	5,000	1	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000		5,000
		Sub Total		10,000		10,000

Monadnock Family Services			Vendor # 177510			
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget
Ĺ					(Decrease)	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000		5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
		Sub Total		10,000	_	10,000

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Vendor # 154112							
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Sudget	
2018	102/500731	Contracts for Program Services	92204121	5,000		5,000	
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000	
		Sub Total		10,000	_	10,000	

The Mental Hea	he Mental Health Center of Greater Manchester, Inc.			Vendor # 177184		
Fiscal Year	Class / Account	Class Title	Jab Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000
	·	Sub Total	i	10,000	-	10,000

Seacoast Ment	Seacoast Mental Health Center, Inc.			Vendor # 174089			
Fiscel Year	Class / Account	Class Title	Job Number	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount	
2018	102/500731	Contracts for Program Services	92204121	5,000		5,000	
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000	
		Sub Total		10,000		10,000	

Behavioral Hea	ith & Developmenta	1 Services of Strafford County, Inc. Di	Vendor # 177278	<u> </u>		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92204121	5,000		5,000
2019	102/500731	Contracts for Program Services	92204121	5,000		5,000
		Sub Total		10,000	-	10,000

The Mental He	ne Mental Health Center for Southern New Hampshire DBA CLM Center for Life				Vendor # 174116			
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount		
2018	102/500731	Contracts for Program Services	92204121	5,000	-	5,000		
2019	102/500731	Contracts for Program Services	92204121	5,000	-	5,000		
		Sub Total		10,900	-	10,000		
		SUB TOTAL		100,000		100,000		

05-95-92-921010-2053-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV ,BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE

Sub Total

100% General	Funds		CFDA#	N/A		
Northern Huma	n Services		FAIN	N/A Vendor # 177222		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount increase/ (Decrease)	Revised Budget
2018	102/500731	Contracts for Program Services	92102053	4,000		4,00
2019	102/500731	Contracts for Program Services	92102053			
		Sub Total	,	4,000	-	4,00
Vest Central S	vcs, Inc., DBA West	Behavioral Health		Vendor # 177654		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053			
2019	102/500731	Contracts for Program Services	92102053	4,000		4,000
		Sub Total		4,000	-	4,00
The Lakes Reg	ion Mental Health C	enter., Inc. DBA Genesis Behavioral	Health	Vendor # 154480		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	1 .		
2019	102/500731	Contracts for Program Services	92102053	4,000		4,00
	•	Sub Total	T	4,000		4,000
Biverhead Con-	imunity Mental Healt	th Inc	-	Vendor # 177192	<u></u>	<u> </u>
ZIARIDELIO COLL	I I I I I I I I I I I I I I I I I I I	(1), (1))(.	ή	A614001 N 1111135	, ,	
Fiscal Year	Class / Account	Class Tille	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	-	-	
2019	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
		Sub Total		4,000		4,000
Monadnock Fa	mily Services			Vendor # 177510	•	
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053		-	
2019	102/500731	Contracts for Program Services	92102053	4,000	-	4,000
		Sub Total]	4,000		4,000
The Mental Hea	alth Center of Greate	er Manchester, Inc.		Vendor # 177184		
Fiscal Year	Class / Account	- Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	4,000		4,000
2019	102/500731	Contracts for Program Services	92102053	-		7,54.
		Sub Total	1	4 000		4.000

4,000

4,000

Seacoast Mental Health Center, Inc. Vendor # 174089 Fiscal Year Class / Account Class Title Job Number Current Budget Amount Increase/ Revised Budget (Decrease) Amount 2018 102/500731 Contracts for Program Services 92102053 4,000 4,000 Contracts for Program Services
Sub Total 102/500731 92102053 2019 4,000 4,000

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community			Vendor # 177278			
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053			
2019	102/500731	Contracts for Program Services	92102053	4,000		4,000
		Sub Total		4,000		4,000

The Mental Hea	alth Center for South	iem New Hampshire DBA CLM Cente	r for Life	Vendor # 174116		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	92102053	4,000		4,000
2019	102/500731	Contracts for Program Services	92102053	<u> </u>	5,000	5,000
		Şub Total		4,000	5,000	9,000
		SUB TOTAL		36,000	5,000	41,000

05-95-42-421010-2958, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES

100% General Funds CFDA # N/A FAIN N/A

Northern Huma	forthern Human Services			Vendor # 177222		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	5,310		5,310
2019	550/500398	Contracts for Program Services	42105824	5,310	-	5,310
		Sub Total		10.620		10 620

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West Central S	West Central Sycs, Inc., DBA West Behavioral Health			Vendor # 177654		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
		Sub Total		3,540		3,540

The Lakes Reg	The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health		Vendor # 154480			
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget
2018	550/500398	Contracts for Program Services	42105824	1,770	1	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
		Sub Tolai		3,540	-	3,540

Riverbend Con	Riverbend Community Mental Health, Inc.			Vendor # 177192		
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770		1,770
		Sub Total	j	3,540		3,540

Monadnock Family Services				Vendor # 177510			
Fiscal Year	Class / Account	Class Tille	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount	
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770	
2019	550/500398	Contracts for Program Services	42105824	1,770	_	1,770	
		Sub Total		3,540	-	3,540	

community Council of Nashua, NH DBA Greater Nashua Mental Health Center at		Vendor # 154112				
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount (ncrease/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770		1.770
2019	550/500398	Contracts for Program Services	42105824	1,770		1,770
	-	Sub Total		3,540		3,546

he Mental Health Center of Greater Manchester, Inc.				Vendor # 177184			
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount	
2018	550/500398	Contracts for Program Services	42105824	3,540		3,540	
2019	550/500398	Contracts for Program Services	42105824	3,540	-	3,540	
		Sub Total		7,080	-	7,080	

Seacoast Mental Health Center, Inc. Vendor # 174089

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Fiscal Year	Class / Account	Class Tille	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount		
2018	550/500398	Contracts for Program Services	42105824	1,770	-	1,770		
2019	550/500398	Contracts for Program Services	42105824	1,770		1,770		
		Sub Total		3,540	•	3,540		

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	550/500398	Contracts for Program Services	42105824	1,770	7	1,770
2019 '	550/500398	Contracts for Program Services	42105824	1,770		1,770
		Sub Total	Ĭ .	3,540		3,540

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
201B	550/500398	Contracts for Program Services	42105824	1,770		1,770
2019	550/500398	Contracts for Program Services	42105824	1,770	-	1,770
		Sub Total		3,540		3,540
		SUB TOTAL		46,020	-	46,020

05-95-42-423010-7926, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:

HUMAN SERVICES DIV, HOMELESS & HOUSING, PATH GRANT

100% Federal Funds

102/500731

2019

CFDA #

93.150

37,000

74,000

37,000

74,000

SM016030-14 FAIN Riverband Community Mental Health, Inc. Vendor # 177192

Contracts for Program Services

Sub Total

Fiscal Year	Class / Account	Class Tille	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	36,250	-	36,250
2019	102/500731	Contracts for Program Services	42307150	35,250	-	36,250
		Sub Total		72,500		72,500

Monadnock Family Services Vendor # 177510 Class Title Fiscal Year Class / Account Job Number Current Budget Amount Increase/ Revised Budget (Decrease) Amount 2018 102/500731 Contracts for Program Services 42307150 37,000 37,000 42307150

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

Vendor # 154112

Fiscal Year Class / Account Class Title Job Number Current Budget Amount Increase/

1	Fiscal Year	Class / Account	Class Tille	Job Number	Current Budgel	Amount Increase/	Revised Budget
l		İ				_ (Decrease)	Amount
[2018	102/500731	Contracts for Program Services	42307150	40,300		40,300
[2019	102/500731	Contracts for Program Services	42307150	40,300		40,300
[Sub Total		80,600		80,600

The Mental Health Center of Greater Manchester, Inc. Vendor # 177184 Class Title Current Budget Revised Budget Fiscal Year Class / Account Job Number Amount Increase/ (Decrease) Amount 42307150 2018 102/500731 Contracts for Program Services 40,121 40,121 Contracts for Program Services 42307150 2019 102/500731 40,121 40,121 Sub Total 80,242 80,242

Seacoast Ment	Seacoast Mental Health Center, Inc.			Vendor # 174089					
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount			
2018	102/500731	Contracts for Program Services	42307150	25,000	-	25,000			
2019	102/500731	Contracts for Program Services	42307150	25,000	-	25,000			
		Sub Yolal		50,000	-	50,000			

The Mental Hea	ne Mental Health Center for Southern New Hampshire DBA CLM Center for Life					
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	Revised Budget Amount
2018	102/500731	Contracts for Program Services	42307150	29,500		29,500
2019	102/500731	Contracts for Program Services	42307150	29,500		29,500
		Sub Total		59,000	•	59,000
		SUB TOTAL		416,342		416,342

05-95-92-920510-3386, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA #

93.959

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FAIN

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Seacoast Ment	al Health Center, Inc	<u> </u>	Vendor # 174089			
Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/	
					(Decrease)	Amount
2018	102/500731	Contracts for Program Services	92056502	70,000		70,000
2019	102/500731	Contracts for Program Services	92056502	70,000		70,000
		SUB TOTAL		140,000	-	140,000

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV. GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

100% Federal Funds

CFDA#

93.043

Seacoast Mental Health Center, Inc.

, FAIN 17AANHT3PH Center, Inc. Vendor # 174089

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Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2018	102/500731	Contracts for Program Services	48108462	35,000		35,000
2019	102/500731	Contracts for Program Services	48108462	35,000		35,000
		SUB TOTAL		70,000		70,000
		TOTAL	· - ·	12,829,412	5,000	12,834,412



State of New Hampshire Department of Health and Human Services Amendment #1 to the Mental Health Services Contract

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") dated this 24 day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center for Southern New Hampshire, dba CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 10 Tsienneto Road, Derry N.H. 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 Late Item A, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 4 the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation, and modify the scope of services to include Children's Assertive Community Treatment (ACT) Wraparound services; and

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

- 1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$783,122.
- 2. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
- E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- 3. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- 4. Exhibit A, Scope of Services, Section 26, Scope of Work, to read:
 - 26. Children's Assertive Community Treatment (ACT) Wraparound Services
 - 26.1. The Contractor shall provide intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to those children who also:
 - 26.1.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis.
 - 26.1.2. Are at risk for residential placement.
 - 26.1.3. Present with significant ongoing difficulties at school.
 - 26.1.4. Are at risk of interaction with law enforcement.
 - 26.2. The Contractor shall provide Children's Assertive Community Treatment (ACT) Wraparound services through a full array of services, as defined in Administrative Rule He-M 426, which include but are not limited to:

- 26.2.1. Functional Support Services (FSS).
- 26.2.2. Individual and family therapy.
- 26.2.3. Medication services.
- 26.2.4. Targeted case management (TCM) services.
- 26.2.5. Supported education.
- 26.3 Coordination of other services needed for children and families whose needs exceed the identified Children's ACT Wraparound team service array. The Contractor shall:
 - 26.3.1. Work directly with FAST Forward staff to purchase services that the Contractor either does not provide or is not certified to provide.
 - 26.3.2. Coordinate and purchase services through the FAST Forward program, as appropriate.
- 26.4. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine who will most benefit from Children's ACT Wraparound services. Populations served are children and adolescents who currently receive community based services due to having one or more of the following:
 - 26.4.1. One psychiatric hospitalization within the last year.
 - 26.4.2. Two or more hospital emergency department visits for psychiatric reasons within the last year.
 - 26.4.3. Greater than 30 inpatient days at New Hampshire Hospital (NHH) or the Anna Philbrook Center as a single admission or as a result of multiple admissions within the last year.
 - 26.4.4. A clinical determination indicating a significant risk for hospitalization at NHH for a period exceeding 30 days.
 - 26.4.5. Involvement with law enforcement and/or the juvenile justice system.
 - 26.4.6. Difficulty at school with no benefit from receiving current treatment approaches and/or being at risk for out of home placement.
- 26.5. The Contractor shall address adolescent substance abuse using one or more of the following tools:
 - 26.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.
 - 26.5.2. The Global Appraisal of Individual Needs Short Screener (GAIN-SS) used by school based clinicians for clients referred for substance misuse.
 - 26.5.3. Early recovery sessions at Pinkerton Academy.
 - 26.5.4. Drug Contracts for students who have violated the school substance abuse policy at Londonderry High School.
- 26.6. The Contractor shall work with children and families who have substance abuse issues by:



- 26.6.1. Using motivational interviewing when meeting with youth to assess readiness for change.
- 26.6.2. Using the family system approach to familial predisposition to substance misuse and mental illness when evident.
- 26.6.3. Addressing stages of change and level of addiction.
- 26.6.4. Using harm reduction approach when the client is not able to stop but is willing to reduce use.
- 26.6.5. Discussing relapse prevention throughout treatment with both the youth and his/her family members.
- 26.6.6. Providing family education to parents in order to educate them on the level of addiction and the stages of change.
- 26.6.7. Addressing physiological and psychological effects of use with both clients and their parents.
- 26.6.8. Using all approaches in Section 2.5.1 through Section 2.5.7 in individual, group and family therapy sessions.
- 26.7. The Contractor shall form a multidisciplinary team that shall be comprised of:
 - 26.7.1. A nurse.
 - 26.7.2. A psychiatrist.
 - 26.7.3. Case managers.
 - 26.7.4. Functional support specialists.
 - 26.7.5. Master's level clinicians.
 - 26.7.6. Parents, youth and other natural supports, as defined by the family, must be included as full partners, and the team may include an individual trained in Rehabilitation for Empowerment, Natural Supports, Education and Work (RENEW).
- 26.8. The Contractor shall ensure Children's ACT Wraparound teams have:
 - 26.8.1. Linkages with NH Vocational Rehabilitation for transition aged young adults.
 - 26.8.2. Staff with expertise in providing substance abuse treatment.
 - 26.8.3. Expertise in best practice treatments, such as Trauma Focused Cognitive Behavioral Therapy (TF-CBT), and Evidence Based Supported Education.
- 26.9. The Contractor shall provide Children's ACT Wraparound services that include an array of community mental health services with teams that oversee other community and natural supports in order to most effectively support the child and the family in the community in a culturally competent manner. The Contractor shall:
 - 26.9.1. Conduct and facilitate weekly Children's ACT Wraparound Team meetings for communicating client and family needs and discussing client progress.
 - 26.9.2. Train staff to the model and fidelity of Children's ACT Wraparound Services, which shall include but not be limited to:



- 26.9.2.1. Use of electronic health record.
- 26.9.2.2. Preliminary exposure to fidelity for ACT, RENEW, Wraparound and various clinical interventions.
- 26.9.2.3. Ongoing training for program specific needs for the first quarter and throughout the duration of the program for clinical interventions.
- 26.9.3. Provide adolescent and family services that include, but are not limited to:
 - 26.9.3.1. Individual, group and family therapy.
 - 26.9.3.2. Targeted Case management.
 - 26.9.3.3. Medication evaluation and management.
 - 26.9.3.4. Trauma-focused cognitive-behavioral therapy (TF-CBT).
 - 26.9.3.5. Helping the non-compliant child therapy (HNC).
 - 26.9.3.6. Child, parent psychotherapy.
 - 26.9.3.7. Connect!.
 - 26.9.3.8. Youth Mental Health First Aid.
 - 26.9.3.9. Rehabilitation for empowerment, natural supports, education and work (RENEW).
 - 26.9.3.10. InSHAPE.
 - 26.9.3.11. Evaluation and treatment of substance abuse.
 - 26.9.3.12. Community functional support services.
 - 26.9.3.13. Family support and education.
 - 26.9.3.14. Child impact program for families going through divorce.
 - 26.9.3.15. Journey program for teens transitioning to adulthood.
 - 26.9.3.16. Co-parenting.
 - 26.9.3.17. Parenting coordination.
- 26.9.4. Ensure participants receive eight (8) to ten (10) hours of service per week with more intensive services for the first twelve (12) weeks of enrollment, which may include, but is not limited to:
 - 26.9.4.1. One (1) to two (2) hours of individual therapy per week.
 - 26.9.4.2. One (1) hour of family therapy per week.
 - 26.9.4.3. One (1) to two (2) hours of group therapy per week.
 - 26.9.4.4. Four (4) to six (6) hours of community based functional support services.
 - 26.9.4.5. Targeted case management as needed.
 - 26.9.4.6. Medication evaluation and management as needed.
- 26.9.5. Utilize the appropriate Evidence Based Practice (EBP) to address psychiatric conditions, including trauma, as determined necessary, which



may i	include	but is	not	limited	to:
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26.9.5.1. Trauma-Focused Cognitive Behavioral Therapy (TF-CBT).

26.9.5.2. Helping the Non-Compliant Child (HNC).

26.9.5.3. Child-Parent Psychotherapy (CPP).

26.9.5.4. Dialectical Behavioral Therapy (DBT).

26.9.5.5. Connect! Trained and Trainer.

26.9.5.6. Youth Mental Health First Aid (MHFA).

26.9.5.7. RENEW.

26.9.5.8. InSHAPE.

26.9.6. Shall provide individual clinical services to:

26.9.6.1. Elementary schools, including but not limited to:

26.9.6.2. Pollard.

26.9.6.3. Sandown North.

26.9.6.4. Sandown Central.

26.9.6.5. Lancaster School.

26,9,6,6. Soule School.

26.9.6.7. Newton Elementary.

26.9.6.8. Fisk School.

26.9.7. Middle Schools, including but not limited to:

26.9.7.1. Woodbury Middle School.

26.9.7.2. Pelham.

26.9.7.3. Center School.

26.9.8. High Schools, including but not limited to:

26,9,8.1. Pinkerton Academy.

26.9.8.2. Timberlane High School.

26.9.8.3. Sanborn High School.

26.9.8.4. Salem High School.

26.9.8.5. Pelham High School.

26.10. The Contractor shall maintain flexible hours of operation as follows:

26,10.1. Derry Location:

26.10.1.1. Monday through Thursday 8:00 AM to 8:30 PM

26,10,1,2. Friday 8:00 AM to 5:30 PM

26.10.1.3. Saturday 8:00 AM to 2:30 PM

26.10.2. Salem Location:



- 26.10.2.1. Monday through Thursday 8:00 AM to 8:30 PM
- 26,10.2.2. Friday 8:00 AM to 5:30 PM
- 26.11. Weekends and afterhours, as needed by appointment or via an on-call system. The Contractor shall:
 - 26.11.1. Schedule Wraparound meetings during a time that is workable for the client, family and their natural supports and collaterals.
- 5. Exhibit A, Scope of Services, Section 27, Reporting Requirements to read:

27. Reporting Requirements

- 27.1. The Contractor must provide reports, as approved by the Department, by the tenth (10th) working day of the each month to the Department that indicate:
 - 27.1.1. Number of hospitalizations and bed day utilization, pre and post Children's ACT Wraparound enrollment for non-Medicaid recipients only.
 - 27.1.2 Emergency department utilization pre and post Children's ACT Wraparound enrollment for non-Medicaid recipients only
 - 27.1.3. The numbers of contacts children and adolescence have with law enforcement pre and post Children's ACT Wraparound enrollment.
 - 27.1.4. The changes in educational performance and disciplinary actions pre and post Children's ACT Wraparound enrollment.
 - 27.1.5. Other identified measures that relate to the effectiveness of the Children's ACT Wraparound team.
- 6. Exhibit A, Scope of Services, Section 28, Deliverables, to read:

28. Deliverables

- 28.1. The Contractor shall provide TCM Services to a minimum of twenty (20) individuals over the course of eight (8) months.
- 28.2. The Contractor shall provide Family Support Services to a minimum of twenty (20) clients each of whom shall receive an average of one (1) hour per week over forty-six (46) weeks.
- 28.3. The Contractor shall provide RENEW services to a minimum of fifteen (15) clients, each of whom shall receive an average of one (1) hour per week over forty-eight (48) weeks.
- 28.4. The Contractor shall conduct ten (10) new client intakes per year.
- 28.5. The Contractor shall have face-to-face contact with a minimum of twenty (20) clients per week.
- 28.6. The Contractor shall provide medication management to a minimum of twenty (20) clients per month.
- 28.7. The Contractor shall provide contracted services to a minimum of forty (40) different clients.
- 7. Exhibit B, Method and Conditions Precedent to Payment, Section 9, Other Contract Programs Subsection 9.1, to read:



Programs To Be Funded	SFY18 Amount	SFY19 Amount
Div. for Children Youth and Families (DCYF) Consultation	\$1,770.00	\$1,770.00
Emergency Services	\$121,846.00	\$121,846.00
Assertive Community Treatment Team (ACT) - Adults	\$225,000.00	\$225,000.00
Assertive Community Treatment Team (ACT) - Youth	\$0.00	\$5,000.00
Behavioral Health Services Information System (BHSIS)	\$5,000.00	\$5,000.00
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$4,000.00	\$0.00
Rehabilitation for Empowerment, Education and Work (RENEW)	\$3,945.00	\$3,945.00
Projects For Assistance In Transition From Homelessness (PATH)	\$29,500.00	\$29,500.00
Services Total	\$391,061	\$392,061

- 8. Add Exhibit B-2, Budget Sheet, Amendment #1.
- 9. Add Exhibit K, DHHS Information Security Requirements.



This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

7/9/18 Date

Katja S. Fox Director

The Mental Health Center of Southern New Hampshire dba CLM, Center for Life Management

July 3, 2018

Name: Vic Topo Title: President/CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Rockingham on July 3, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Homoshire

My Commission Expires August 5, 2019

My Commission Expires:



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

OFFICE OF THE ATTORNEY GENERAL

Name: Mame: Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Name: Title:

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New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the toss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident* in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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Exhibit K **DHHS Information** Security Requirements Page 1 of 9

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New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
 - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
 - 2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K **DHHS** Information Security Requirements Page 2 of 9

New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

- request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
- 3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks, End User may not transmit Confidential Data via an open

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Exhibit K **DHHS Information** Security Requirements Page 3 of 9

New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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Exhibit K DHHS Information Security Requirements Page 4 of 9

New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Exhibit K **OHHS Information** Security Requirements Page 5 of 9

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New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Exhibit K **DKHS** Information Security Requirements Page 6 of 9

New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information
Security Requirements
Page 7 of 9

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New Hampshire Department of Health and Human Services Exhibit K



DHHS Information Security Requirements

- e. Iimit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents:
- 2. Determine if personally identifiable information is involved in incidents;
- 3. Report suspected or confirmed incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

V4, Last update 04.04.2018

Exhibit K **DHHS Information** Security Requirements Page 8 of 9

New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:
 - DHHSInformationSecurityOffice@dhhs.nh.gov
- B. DHHS contacts for Privacy issues:
 - DHHSPrivacyOfficer@dhhs.nh.gov
- C. DHHS contact for Information Security issues:

 DHHSInformationSecurityOffice@dhhs.nh.gov
- D. DHHS contact for Breach notifications:
 - DHHSInformationSecurityOffice@dhhs.nh.gov
 - DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials Source 7/3/18

Exhibit K
DHHS Information
Security Requirements
Page 9 of 9

V4. Last update 04.04.2018

#A noc



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

Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dbhs.nh.gov

June 9, 2017

His Excellency, Governor Christopher T. Sununu and the Honorable Council State House Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, to enter into sole source Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$12,829,412 in the aggregate, effective July 1, 2017, or date of Governor and Council approval through June 30, 2019. Funds are 15.51% Federal Funds, .14% Other Funds, and 84.35% General Funds.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$1 ,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 2 of 3

EXPLANATION

These ten (10) agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Bureau of Mental Health Services contracts for services through the community mental health centers which are designated by the Bureau to serve the towns and cities within a designated geographic region as outlined in NH RSA 135-C and NH Administrative Rule He-M 403.

These ten (10) agreements include provisions for:

- Mental health services required per NH RSA 135-C and in accordance with State regulations applicable to the State mental health system, including NH Administrative Rules He-M 401 Eligibitity Determination and Individual Service Planning, He-M 403 Approval and Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M 426 Community Mental Health Services; and
- Compliance with and funding for the Community Mental Health Agreement (CMHA)

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified above and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services.

Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness. These agreements include new provisions to ensure individuals experiencing a psychiatric emergency in a hospital emergency department setting receive mental health services to address their acute needs while waiting for admission to a designated receiving facility. The services are within the scope of those authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the state's acute care hospitals.

Community Mental Health Services will be provided to Medicaid clients and non-Medicaid clients for related services, including Emergency Services to adults, children and families without insurance. The Contractors will seek reimbursement for Medicaid services through an agreement with the Managed Care contractors when a client is enrolled in managed care, through Medicaid fee-for-service when a client is enrolled as a fee-for-service client, and from third party insurance payers. The Contracts do not include funding for the Medicaid dollars as they are not paid for through these contracts. The Contracts include funding for the other non-Medicaid billable community mental health services, such as Adult and Children Assertive Community Treatment teams, Projects for Assistance in Transition from Homelessness, rental housing subsidies, and emergency services.

His Excellency, Governor Christopher T. Sununu and His Honorable Council Page 3 of 3

Should Governor and Executive Council determine not to approve this Request, approximately 45,000 adults, children and families in the state may not receive community mental health services as required by NH RSA 135-C 13. Many of these individuals may experience a relapse of symptoms. They may seek costly services at hospital emergency departments due to the risk of harm to themselves or others and may be at significant risk without treatment or interventions. These individuals may also have increased contact with local law enforcement, county correctional programs and primary care physicians, none of which will have the services or supports available to provide assistance.

In conformance with RSA 135-C:7, performance standards have been included in this contract. Those standards include individual outcome measures and fiscal integrity measures. The effectiveness of services will be measured through the use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. The individual level outcomes tools are designed to measure improvement over time, inform the development of the treatment plan, and engage the individual and family in monitoring the effectiveness of services. In addition, follow-up in the community after discharge from New Hampshire Hospital will be measured.

The fiscal integrity measures include generally accepted performance standards to monitor the financial health of non-profit corporations on a monthly basis. Each contractor is required to provide a corrective action plan in the event of deviation from a standard. Failure to maintain fiscal integrity, or to make services available, could result in the termination of the contract and the selection of an alternate provider.

All residential and partial hospital programs are licensed/certified when required by State laws and regulations in order to provide for the life safety of the persons served in these programs. Copies of all applicable licenses/certifications are on file with the Department of Health and Human Services.

Area served: Statewide.

Source of funds: 15.51% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, 14% Other Funds from Behavioral Health Services Information System, and 84.35% General Funds.

In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted

Katja S. Fox

Approved by:

Jeffrey A. Meyers Commissioner

05-95-92-922010-4117, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT 88.2% General Funds; 11.65% Federal Funds; .15% Other CFDA # 93.778

FAIN

1705NH5MAP

	Northern Huma	VEHIOU # 1112ZZ			
İ	Fiscal Year	Class / Account	Class Title	Job Number	Amount
	2018	102/500731	Contracts for Program Services	TBD	379,249
	2010	102/500731	Contracts for Program Services	TBD	379,249

West Costral S	Suce Inc. DRA Was	,	Vendor # 177654	
		Sub Total		758,498
2019	102/500731	Contracts for Program Services	TBD	379,24 <u>9</u>
2018	102/500731	Contracts for Program Services	i BD	313,243

West Central Svcs, Inc., DBA West Behavioral Health Job Number Amount Class Title Fiscal Year | Class / Account TBD 322,191 Contracts for Program Services 102/500731 2018 Contracts for Program Services TBD 322,191 102/500731 2019 644,382 Sub Total

The Lakes Reg	Vendor # 154480			
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,115
2019	102/500731	Contracts for Program Services	TBD	328,115
	′	Sub Total		656,230

Riverhend Com	munity Mental Healt	h, Ine.	\	/endor # 177192_
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,653
2019	102/500731	Contracts for Program Services	TBD	381,653
	<u></u>	Sub Total		763,306

Monadnock Fai	mily Services			Vendor # 177510_
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,590
2019	102/500731	Contracts for Program Services	TBD	357,590
	1	Sub Total		715,180

Community Cor	uncil of Nashua, NH	, NH DBA Greater Nashua Mental Health Center at		Vendor # 154112	
Fiscal Year	Class / Account	Class Title	Job Number	Amount:	
2018	102/500731	Contracts for Program Services	TBD	1,183,799	
2019	102/500731	Contracts for Program Services	TBD	1,183,799	
		Sub Total		2,367,598	

The Mental Hea	alth Center of Greats	er Manchester, Inc.		Vendor # 177184
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,829
2019	102/500731	Contracts for Program Services	TBD	1,646,829
	102.000.0	Sub Total		3,293,658
L		005 10101		

Seacoast Ment	al Health Center, Inc	·		Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	746,765
2019	102/500731	Contracts for Program Services	TBD	746,765
20,0		Sub Total		1,493,530

Behavioral Hea	ith & Developmental	at Services of Strafford County, Inc. DBA Community Vendor # 1		Vendor # 177278
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	313,543
2019	102/500731	Contracts for Program Services	TBD	313,543
	<u> </u>	. Sub Total		627,086

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life				Vendor # 174116	
Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	102/500731	Contracts for Program Services	TBD	3 <u>50,7</u> 91	
2019	102/500731	Contracts for Program Services	TBD	350,791	
	· - .	Sub Total		701,582	
		SUB TOTAL		12,021,050	

05-95-92-922010-4121-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION

100% Federal Funds

CFDA # N/A

100% Federal Funds

CFDA# FAIN

Northern Human Services

Vendor # 177222

N/A

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

West Central Sycs, Inc., DBA West Behavioral Health

Vendor #_177654

*********	TOOL OBINION OFFE, INC., BELL TOOL OFFE				
Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	102/500731	Contracts for Program Services	92204121	5,000	
2019	102/500731	Contracts for Program Services	92204121	5,000	
		Sub Total	,	10,000	

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount '
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	·	10,000

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total	<u> </u>	10,000

The Mental Health Center of Greater Manchester, Inc.

Vendor#	1	77	1	84
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Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
	·	Sub Total		10,000

Seacoast Mental Health Center, Inc.

V	'end	lor i	# 1	74	089
---	------	-------	-----	----	-----

-	Fiscal Year	Class / Account	Class Title	Job Number	Amount
	2018	102/500731	Contracts for Program Services	92204121	5,000
	2019	102/500731	Contracts for Program Services	92204121	5,000
			Sub Total		10,000

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Ufe

Vendor	#	1741	16
4 (-1 1 -1 -1	7	., .,	

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
		Sub Total		10,000
	· <u> </u>	SUB TOTAL		100,000

05-95-92-921010-2053-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SYCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV ,BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE 100% General Funds CFDA# FAIN

Northern Human Services

Vendor # 177222

N/A

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	•
		Sub Total	<u> </u>	4,000

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health			Vendor # 154480	
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000

Riverbend Community Mental Health, Inc.

Vendor # 177192 -

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total	<u>-</u>	4,000

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

11.00 1110.1101 1 100				
Fiscal Year	Class / Account	Class Title	Job Number	Аmount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	-
		Sub Total		4,000

Seacoast Mental Health Center, Inc.

Vendor # 174089

		··		
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,000

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	
2019	102/500731	Contracts for Program Services	92102053	4,000
		Sub Total		4,000

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	
		Sub Total		4,000
		SUB TOTAL		36,000

05-95-42-421010-2958, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES

100% General Funds

CFDA#

N/A N/A

Vendor # 177222

3,540

Northern Human Services

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018 .	550/500398	Contracts for Program Services	42105824	5,310
2019	550/500398	Contracts for Program Services	42105824	5,310
	` '	Sub Total		10,620

West Central Svcs, Inc., DBA West Behavioral Health Vendor # 177654 Class / Account Class Title Job Number Amount Fiscal Year Contracts for Program Services 42105824 1,770 2018 550/500398 1,770 Contracts for Program Services 550/500398 42105824 2019 3,540 Sub Total

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	\ 550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

Riverbend Community Mental Health, Inc. Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number -	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

Monadnock Family Services Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Vendor # 154112 Class Title Job Number Amount Fiscal Year Class / Account Contracts for Program Services 42105824 1,770 2018 550/500398 1,770 2019 550/500398 Contracts for Program Services 42105824

The Mental Health Center of Greater Manchester, Inc. Vendor # 177184

Sub Total

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	3,540
2019	550/500398	Contracts for Program Services	42105824	3,540
		Sub Total		7,080

Seacoast Ment	Seacoast Mental Health Center, Inc.			Vendor # 174089
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

Behavioral Hea	Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community				
Fiscal Year	Class / Account	Class Title	Job Number	Amount	
2018	550/500398	Contracts for Program Services	42105824	1,770	
2019	550/500398	Contracts for Program Services	42105824	1,770	
		Sub Total		3,540	

<u>The Mental Hea</u>	he Mental Health Center for Southern New Hampshire DBA CLM Center for Life			Vendor # 174116
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540
		SUB TOTAL		46,020

05-95-42-423010-7926, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, HOMELESS & HOUSING, PATH GRANT

100% Federal Funds CFDA # 93.150
FAIN SM016030-14
Riverhead Community Mental Health Inc. Yearder # 177193

Riverbend Community Mental Health, Inc.			Vendor# 17/192	
Fiscal Year	Class / Account_	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	36,250
2019	102/500731	Contracts for Program Services	42307150	36,250
[" " " " " " " " " " " " " " " " " " "		Sub Total		72 500

Monadnock Family Services Vendor # 177510 Fiscal Year Class / Account Class Title Job Number Amount 102/500731 Contracts for Program Services 2018 42307150 37,000 Contracts for Program Services 2019 102/500731 42307150 37,000 Sub Total 74,000

Community Co	uncil of Nashua, NH	DBA Greater Nashua Mental Health (Center at	Vendor # 154112
Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	40,300
2019	102/500731	Contracts for Program Services	42307150	40,300
		Sub Total		80,600

The Mental Hea	he Mental Health Center of Greater Manchester, Inc.		•	Vendor # 177184
Fiscal Year	Class / Account	. Class Title	Job Number	Amount
_2018	102/500731	Contracts for Program Services	42307150	40,121
2019	102/500731	Contracts for Program Services	42307150	. 40,121
		Sub Total		80.242

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,0 <u>00</u>
2019	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total		50,000

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Vendor # 174116 Class Title Job Number Amount Fiscal Year Class / Account Contracts for Program Services 42307150 29,500 2018 102/500731 2019 102/500731 Contracts for Program Services 42307150 29,500 Sub Total 59,000 416,342 SUB TOTAL

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES 2% General Funds, 98% Federal Funds CFDA # 93.959

General Fullus, 30 % receial Fullus

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year Class / Account		Class Title	Job Number	Amount
2018 102/500731		Contracts for Program Services	92056502	70,000
2019 102/500731		Contracts for Program Services	92056502	70,000
		SUB TOTAL		140,00 <u>0</u>

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS

100% Federal Funds

CFDA#

93.043

FAIN 17AANHT3PH

ai Health Center, inc			VERIOOF# 174009
Class / Account	Class Title	Job Number	Amount
102/500731	Contracts for Program Services	48108462	35,000
102/500731	Contracts for Program Services	48108462	35,000
1	SUB TOTAL		70,000
<u> </u>	TOTAL		12,829,412
	Class / Account 102/500731 102/500731	Class / Account Class Title 102/500731 Contracts for Program Services 102/500731 Contracts for Program Services SUB TOTAL	102/500731 Contracts for Program Services 48108462 102/500731 Contracts for Program Services 48108462 SUB TOTAL SUB TOTAL

STATE OF NEW HAMPSHIRE

DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301 Fax: 603-271-1516 TDD Access: 1-800-735-2964 www.nh.gov/doit

Denis Goulet
Commissioner

June 16, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into sole source contracts with the ten (10) vendors identified in the table as described below and referenced as DoIT No. 2018-074.

Vendor Name	New Hampshire Location
Northern Human Services	Conway
West Central Services DBA West Central Behavioral Health	Lebanon
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia
Riverbend Community Mental Health, Inc.	Concord
Monadnock Family Services	Keene
Community Council of Nashua, NH, DBA Greater Nashua Mental Health Center at Community Council	Nashua
The Mental Health Center of Greater Manchester, Inc.	Manchester
Seacoast Mental Health Center, Inc.	Portsmouth
Behavioral Health & Development Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover
The Mental Health Center for Southern New Hampshire, DBA CLM Center for Life Management	Derry

The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire. Additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment,

Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services will also be included as part of this agreement.

The amount of the contracts are not to exceed \$12,829,412.00 in the aggregate, and shall become effective July 1, 2017 or upon the date of Governor and Executive Council approval, whichever is later, through June 30, 2019.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf DoIT #2018-074 Subject: Mental Health Services (SS-2018-DBH-01-MENTA-10)

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

AGREEMENT

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

GENERAL PROVISIONS

1.1 State Agency Name Department of Health and Human Services Division for Behavioral Health 1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management 1.4 Contractor Address 1.5 Contractor Phone Number 1.5 Contractor Phone Number 1.6 Account Number 1.7 Completion Date 1.8 Price Limitation 1.8 Price Limitation 1.9 Contracting Officer for State Agency 1.10 State Agency Telephone Number 1.10 State Agency Telephone Number 1.11 Captractor Signature 1.12 Name and Title of Contractor Signatory 1.13 Acknowledgement: State of New Hampshire County of Rockingham 1.13 Acknowledgement: State of New Hampshire County of Rockingham 1.14 Captractor Signature 1.15 Name and Title of Notary Public or Justice of the Peace 1.16 Approval by the Notary 1.17 Name and Title of State Agency Signature 1.18 Signature of Notary Public or Justice of the Peace 1.19 Name and Title of State Agency Signatory 1.10 Approval by the Autorney General (Form, Substance and Execution) (if applicable) 1.11 Approval by the Governor and Executive Council (if applicable) 1.18 Approval by the Governor and Executive Council (if applicable) 1.19 Approval by the Governor and Executive Council (if applicable) 1.11 Approval by the Governor and Executive Council (if applicable) 1.11 Approval by the Governor and Executive Council (if applicable) 1.11 Approval by the Governor and Executive Council (if applicable) 1.11 Approval by the Governor and Executive Council (if applicable) 1.11 Approval by the Governor and Executive Council (if applicable) 1.12 Approval by the Governor and Executive Council (if applicable) 1.13 Approval by the Governor and Executive Council (if applicable) 1.14 Approval by the Governor and Executive Council (if applicable) 1.15 Approval by the Governor and Executive Council (if applicable) 1.16 Approval by the Governor and Executive Council (if applicable) 1.17 Approval by the Governor and Executive Council (if applicable) 1.18 Approval by the Governor and Executive Council (if applicable)	1. IDENTIFICATION.				
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By: On:	1.18 Approval by the Govern	or and Executive Council (if applica	ble)		
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

- 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
- 3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor. including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4): C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials

Date 677/17

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the

- time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended. waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.
- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by
- 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
- 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.

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SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

- 1.1. The Contractor shall provide behavioral health services in accordance with applicable federal and state law, including administrative rules and regulations.
- 1.2. Subject to the provisions of this Agreement and RSA 135-C:13, the Contractor shall provide services as defined in RSA 135-C and He-M 426 to persons who are eligible under RSA 135-C:13 and He-M 401. However, no person determined eligible shall be refused any of the services provided hereunder because of an inability to pay a fee.
- 1.3. The Contractor shall provide services that are intended to promote recovery from mental illness for eligible residents in the State of New Hampshire. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or Federal or State court orders may impact on the services described herein, the State has the right to modify service priorities and expenditure requirements under the Agreement so as to achieve compliance therewith.
- 1.4. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; and 3.) transition planning for individuals at New Hampshire Hospital and Glencliff Home. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.
- 1.5. Should the Contractor fail to demonstrate progress toward meeting the CMHA's terms noted in section 1.4 above after consultation with and technical assistance from the Department of Health and Human Services (DHHS), the DHHS may terminate the contract with the Contractor under the provisions detailed in Exhibit C-1.

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

2.1. The parties agree to collaborate on the implementation of RSA 135-F.

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

- 3.1. In order to ensure that eligible consumers receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility, the Contractor shall:
 - 3.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09;
 - 3.1.2. If the individual is not already receiving Assertive Community Treatment (ACT), the Contractor shall assess the individual for ACT.

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- 3.1.3. Use best efforts to establish a collaborative relationship with the acute care hospitals in its region to address and coordinate the care for such consumers, including but not limited to medication-related services, case management and any other mental health services defined in He-M 426 that are deemed necessary to improve the mental health of the individual. The Contractor shall, upon DHHS request, provide documentation of such relationships or the Contractor's efforts to establish same.
- 3.2. The Contractor shall provide services to individuals waiting in emergency departments in a manner that is consistent with the NH Building Capacity for Transformation, Section 1115 Medicaid Waiver. This shall include the Contractor supporting achievement of the applicable DHHS approved project plan(s), as applicable to the Contractor's role and the delivery of services through an integrated care model in such plans.
- 3.3. The Contractor shall document the services it delivers within the emergency department setting as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 3.4. Individuals who are deemed to meet the criteria for an Involuntary Emergency Admission may be presumed eligible for mental health services under He-M 426.

4. QUALITY IMPROVEMENT

- 4.1. The Contractor shall perform, or cooperate with the performance of, such quality improvement and/or utilization review activities as are determined to be necessary and appropriate by the DHHS within timeframes reasonably specified by DHHS in order to ensure the efficient and effective administration of services.
- 4.2. In order to document consumer strengths, needs, and outcomes, the community mental health program shall ensure that all clinicians, who provide community mental health services to individuals who are eligible for mental health services under He-M 426, are certified in the use of the New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if they are a clinician serving the children's population, and the New Hampshire version of the Adult Needs and Strengths Assessment (ANSA) if they are a clinician serving the adult population.
 - 4.2.1. Clinicians shall be certified as a result of successful completion of a test approved by the Praed Foundation.
 - 4.2.2. Ratings generated by the New Hampshire version of the CANS or ANSA assessment shall be:
 - 4.2.2.1. Employed to develop an individualized, person-centered treatment plan;
 - 4.2.2.2. Utilized to document and review progress toward goals and objectives and assess continued need for community mental health services; and
 - 4.2.2.3. Submitted to the database managed for the State that will allow client-level. regional, and statewide outcome reporting.
 - 4.2.3. Documentation of re-assessment using the New Hampshire version of the CANS or ANSA shall be conducted at least every three (3) months.

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- 4.2.4. The parties agree to work together to examine and evaluate alternatives to the CANS/ANSA. The goal will be to develop a methodology that will enable the Contractor and DHHS to measure whether the programs and services offered by the Contractor result in improvement in client outcomes. The parties will consult with the Managed Care Organizations (MCO) in an effort to devise a process that will also meet the MCOs' need to measure program effectiveness. Should the parties reach agreement on an alternative mechanism, the alternative may be substituted for the CANS/ANSA.
- 4.3. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a vendor annually to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
 - 4.3.1. The Contractor agrees to furnish (within HIPAA regulations) information the vendor shall need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 - 4.3.2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 - 4.3.3. The Contractor shall support the efforts of DHHS and the vendor to conduct the survey, and shall encourage all consumers sampled to participate. The Contractor shall display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

5. SUBSTANCE USE SCREENING

5.1. In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

6. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL (NHH)

- 6.1. The Contractor shall designate a member of its staff to serve as the primary liaison to NHH to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- 6.2. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.

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- 6.3. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- 6.4. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) calendar days. If the consumer declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar day, the Contractor may accommodate the consumer's wishes provided such accommodation does not violate the terms of a conditional discharge.
- 6.5. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).
- 6.6. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- 6.7. The Contractor shall have available all necessary staff members to receive, evaluate, and treat patients discharged from NHH seven (7) days per week, consistent with the provisions in He-M 403 and He-M 426.

7. COORDINATION WITH PRIMARY CARE PROVIDER

- 7.1. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- 7.2. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.

8. TRANSITION OF CARE

- 8.1. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- 8.2. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.

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9. APPLICATION FOR OTHER SERVICES

9.1. The Contractor shall provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to: Medicaid, Medicare, Social Security Dişability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

10.1. The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

11. MAINTENANCE OF FISCAL INTEGRITY

11.1. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

11.1.1. Days of Cash on Hand:

- 11.1.1.1. <u>Definition</u>: The days of operating expenses that can be covered by the unrestricted cash on hand.
- 11.1.1.2. <u>Formula</u>: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
- 11.1.1.3. <u>Performance Standard</u>: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

11.1.2. Current Ratio:

- 11.1.2.1. <u>Definition</u>: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 11.1.2.2. Formula: Total current assets divided by total current liabilities.
- 11.1.2.3. <u>Performance Standard</u>: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

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11.1.3. Debt Service Coverage Ratio:

- 11.1.3.1. <u>Rationale</u>: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
- 11.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
- 11.1.3.3. <u>Formula</u>: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
- 11.1.3.4. <u>Source of Data</u>: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
- 11.1.3.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

11.1.4. Net Assets to Total Assets:

- 11.1.4.1. <u>Rationale</u>: This ratio is an indication of the Contractor's ability to cover its liabilities.
- 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
- 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
- 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
- 11.1.4.5. <u>Performance Standard</u>: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
 - 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months.

DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1, and/or 11.2.2, has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.

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- 11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.
 - 11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

- 12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:
 - 12.1.1. <u>For BMHS Eligible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.
 - 12.1.2 <u>For Non-BMHS Eliqible Clients</u>: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.
- 12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.
- 12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

- 13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.
- 13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- 13.3. Any plan devised pursuant to 13.2, above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:

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- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable:
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
 - 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

- 14.1. Except in situations covered by section 11., above, prior to the elimination of or a significant reduction in a program which delivers services contracted by DHHS, and paid for, in whole or in part, by State Funds, the Contractor shall provide DHHS with at least thirty (30) calendar days written notice or notice as soon as possible if the Contactor is faced with a more sudden reduction in ability to deliver said services.
- 14.2. The Contractor and DHHS will consult and collaborate prior to such elimination or reduction in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.
- 14.3. In the event that DHHS is not in agreement with such elimination or reduction prior to the proposed effective date, DHHS may require the Contractor to participate in a mediation process with the Commissioner and invoke an additional thirty (30) calendar day extension to explain the decision of its Board of Directors and continue dialogue on a mutually agreeable solution. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change so long as proper notification to eligible consumers has been provided.
- 14.4. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties. In the event that agreement cannot be reached, DHHS shall control the expenditure of the unspent funds.

15. DATA REPORTING

- 15.1. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- 15.2. The Contractor shall submit consumer demographic and encounter data, including data on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by DHHS.
- 15.3, General requirements for the Phoenix system are as follows:
 - 15.3.1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;

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- 15.3.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with OHHS file specification and specification of the format and content requirements of those files;
- 15.3.3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days:
- 15.3.4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other DHHS reporting requirements and as specified by DHHS to ensure submitted data is current; and
- 15.3.5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - 15.3.5.1. All data is formatted in accordance with the file specifications:
 - 15.3.5.2. No records will reject due to illegal characters or invalid formatting; and
 - 15.3.5.3. DHHS tabular summaries of Contractor submitted data match the data in the Contractor's system.
- 15.3.6. The Contractor shall meet the following standards:
 - 15.3.6.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS and Contractor review of DHHS tabular summaries shall occur within five (5) business days;
 - 15.3.6.2. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - 15.3.6.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed 180 days; and

Where the Contractor fails to meet timeliness, completeness, or accuracy standards; the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

16.1. The Contractor shall assist DHHS with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987. Upon request by DHHS the Contractor shall provide the information necessary to determine the existence of mental illness or mental retardation in a nursing facility applicant or resident and shall conduct evaluations and examinations needed to provide the data to determine if a person being screened or reviewed requires nursing facility care and has active treatment needs.

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17. EMERGENCY SERVICES

17.1. The Contractor shall use Emergency Services funds, if available, to offset the cost of providing Emergency Services to individuals with no insurance or to those with unmet deductibles who meet the income requirements to have been eligible for a reduced fee had they been uninsured.

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

- 18.1. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- 18.2. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS as part of the Phoenix submissions.
- 18.3. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.
- 18.4. The Contractor shall report all ACT screenings, billable and non-billable, along with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of its Phoenix submissions, or in hard copy, in the format, content, completeness, and timelines as specified by DHHS.
- 18.5. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by March 15th each year.

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- 19.2. The Contractor shall maintain the penetration rate of individuals receiving EBSE at a minimum of 18.6 percent. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.

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19.3. In the event that DHHS does not conduct an annual fidelity audit, the Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15th each year.

20. TRANSITION PLANNING FOR INDIVIDUALS AT NEW HAMPSHIRE HOSPITAL AND THE GLENCLIFF HOME

- 20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glencliff Home to the community.
- 20.2. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, the Glencliff Home, and Transitional Housing Services that will include, among other things, explaining the benefits of community living and facilitating visits to community settings.

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

- 21.1. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government
- 21.2. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.
- 21.3. Activities that may be funded:
 - 21.3.1. Costs Associated with Phoenix Database:
 - 21.3.1.1. Contractors performing rewrites to database and/or submittal routines;
 - 21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime):
 - 21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or
 - 21.3.1.4. Staff training for collecting new data elements.
 - 21.3.2. Costs associated with developing other BBH-requested data reporting system; and
 - 21.3.3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

21.4. Other conditions for payment:

- 21.4.1. Progress Reports from the Contractor shall:
 - 21.4.1.1. Outline activities related to Phoenix database:
 - 21.4.1.2. Include any costs for software, scheduled staff trainings; and
 - 21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

- 21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- 21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and

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21.4.2.3. Contractor may request other payment schedule based on documented need.

22. NO WRONG DOOR (NWD) SYSTEM OF ACCESS TO LTSS FOR ALL POPULATIONS AND PAYERS OF NEW HAMPSHIRE (NHCAREPATH) MODEL

- 22.1. The Contractor shall participate as an agency under the NHCarePath model by operating as an eligibility and referral partner for individuals who may require or may benefit from community long term supports and services (LTSS). The Contractor shall ensure that individuals, accessing the system, experience the same process and receive the same information about Medicaid-funded community LTSS options whenever they enter the system;
- 22.2. The Contractor shall ensure individuals experience a streamlined eligibility determination process through standardized procedures in coordination and as specified by NH DHHS;
- 22.3. The Contractor shall ensure that individuals connect to LTSS options that will be covered out of pocket or through other community resources in close coordination with other NHCarePath Partners including but not limited to ServiceLink, Area Agencies, and DHHS Division of Client Services;
- 22.4. To the extent possible, the Contractor will participate in state and regional meetings for NHCarePath. It is expected that there will be up to four (4) local NHCarePath Partner meetings in the Contractors region and up to three (3) statewide meetings for all partners;
- 22.5. The Contractor shall operate the NHCarePath model in accordance with the Department's policies and procedures and as directed by DHHS;
- 22.6. The Contractor shall at a minimum:
 - 22.6.1. Conduct case management functions involving assessments, referral and linkage to needed Long Term Services and Supports (LTSS) through a core standardized assessment process and through monitoring and ensuring the linkage of referrals between agencies, employing a warm hand-off of individuals from one agency to another when necessary;
 - 22.6.2. Follow standardized processes established by DHHS for providing information, screening, referrals, and eligibility determinations for LTSS;
 - 22.6.3. Support individuals seeking LTSS services through the completion of applications, financial and functional assessments and eligibility determinations;
 - 22.6.4. Fulfill DHHS specified NWD partner relationship expectations; and
 - 22.6.5. Participate in NHCarePath outreach, education and awareness activities.

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Exhibit A

23. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- 23.1. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have SMI, or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- 23.2. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- 23.3. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- 23.4. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services (BHHS).
- 23.5. The Contractor shall comply with all reporting requirements under the PATH Grant.
- 23.6. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- 23.7. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

24. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)

- 24.1. DCYF funds shall be used by the Contractor to provide the following:
 - 24.1.1. Mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 24.1.2. Reimbursement for Foster Care Mental Health Assessments shall be for children and youth under the age of eighteen (18) who are entering foster care for the first time.

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Exhibit A

25. RENEW SUSTAINABILITY (Rehabilitation for Empowerment, Education, and Work)

25.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches, subject to the funding limitations specified in Exhibit B. These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds shall also support travel and materials for RENEW activities.

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Exhibit B

Method and Conditions Precedent to Payment

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:

CFDA #:

N/A

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Behavioral Health Services Information System (BHSIS)

FAIN:

N/A

CFDA #:

93,150

Federal Agency: U.S. Department of Health and Human Services

Program Title:

Projects for Assistance in Transition from Homelessness (PATH) PL 101-645

FAIN:

SM016030-14

CFDA#:

93.778

Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid

Services (CMS)

Program Title:

Medical Assistance Program

FAIN:

1705NH5MAP

- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
- 4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval.
- 5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
- 6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
- 7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicald enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - ^o 7.1.2. Medicald Fee for Service: The Contractor shall bill Medicald for services on the Fee for Service (FFS) schedule.

7.2. For individuals with other insurance or payors:

Contractor Initials



Exhibit B

- 7.2.1. The Contractor shall directly bill the other insurance or payors.
- 8. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

Direct Service Time Intervals	Unit Equivalent
0-7 minutes	0 units
8-22 minutes	1 unit
23-37 minutes	2 units
38-52 minutes	3 units
53-60 minutes	4 units

- 9. Other Contract Programs:
 - 9.1. The table below summarizes the other contract programs and their maximum allowable amounts.

Program To Be Funded	SFY18 Amount	SFY19 Amount
Div. for Children Youth and Families (DCYF) Consultation	\$ 1,770	\$ 1,770
Emergency Services	\$121,846	\$121,846
Assertive Community Treatment Team (ACT) - Adults	\$225,000	\$225,000
Behavioral Health Services Information System (BHSIS)	\$ 5,000	\$ 5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$ 4,000	
Rehabilitation for Empowerment, Education and Work (RENEW)	\$ 3,945	\$ 3,945
Projects For Assistance In Transition From Homelessness (PATH) Services	\$ 29,500	\$ 29,500
Total	\$391,061	\$387,061

- 9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.
 - 9.2.1. The Contractor shall provide invoices on Department supplied forms.
 - 9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.
 - 9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

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Exhibit B



Exhibit B

The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

- 9.4. <u>Emergency Services</u>: DHHS shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section 17, Emergency Services.
- 9.5. <u>Division for Children, Youth, and Families (DCYF) Consultation</u>: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
- 9.6. RENEW Sustainability: DHHS shall reimburse the Contractor for.

ACTIVITY	# OF UNITS/YR AND COST/UNIT	TOTAL
Coaching for Implementation Team & agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Exhibit B, Appendix 1

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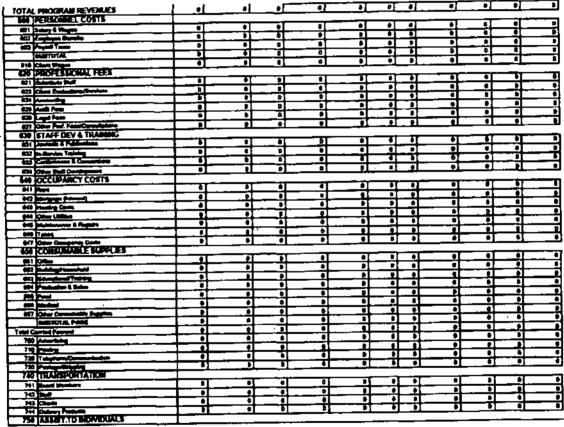
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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

- 1. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
- 2. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a lair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 6. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in

excess of costs;

Exhibit C - Special Provisions

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

- Maintenance of Records: In addition to the eligibility records specified above, the Contractor coverants and agrees to maintain the following records during the Contract Period:
 - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department by November 1, after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Contidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Exhibit C - Special Provisions

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Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

- 11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - The preparation of this (report, document etc.) was financed under a Contract with the State 13.1. of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Facilities: Compliance with Laws and Regulations: in the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, bylaws and regulations.

16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 80

Exhibit C - Special Provisions

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

- 17. Limited English Proficiency (LEP): As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- PHot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- 19. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

Exhibit C - Special Provisions

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- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect Items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Exhibit C - Special Provisions

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REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4. of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 - 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 whote or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6. of the General Provisions. Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10. of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, one hundred and twenty (120) 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 sixty (60) days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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- 10.6. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by the Department of Health and Human Services (DHHS) shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10, of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its obligations hereunder.
- 10,8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10, of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
- 3. Add the following regarding "Contractor Name" to Paragraph 1:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for- profit.
- 4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.
 - 6.4. The Contractor shall comply with Title II of P.L. 101-336 the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
- 5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of the Division for Behavioral Health (DBH) shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.

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- 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
- 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
- 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
- 6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - **8.1.2.** Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - **8.1.3.** Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees:
 - 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review:
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - **8.1.8.** Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a subcontract or assignment;
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section 11:
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;

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- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A, 11.1.1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A, 11.1.2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A, Section 11.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A, 18.1.; and
- **8.1.16.** Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A, Section 19.
- 7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:
 - 8.2.5. Give the Contractor written notice of default in the event that the Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A, Section 11.1., and Exhibit C-1, Subparagraph 8.1.13, or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:
 - 8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;
 - 8.2.5.2. Conduct a financial audit of the Contractor; and/or
 - **8.2.5.3.** Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.
- 8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:
 - **8.3.** Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.
- 9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:
 - 9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

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- 9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.
 - 9.5.1. The Contractor shall submit the following fiscal reports:
 - 9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.
 - 9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.
 - 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
 - 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
 - 9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.
 - 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
 - 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA:
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
- 11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:

ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.

12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.

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- 12.2. The Contractor further agrees that no subcontract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any subcontractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all subcontractors of direct service to clients and will monitor audits to ensure that all subcontractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
- 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
- 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
- 12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
 - 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any subcontractor approved under Paragraph 12, of the General Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.
- 13. Replace Paragraph 14.1.1, with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.

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- 14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue:
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A, and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
 - 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
- 15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services:
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.
 - 22.4. The Contractor agrees that prior contracts with the State have purported to impose conditions upon the use and/or disposition of real property which is presently owned by the Contractor and which was purchased with State funds, as defined in those contracts.

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New Hampshire Department of Health and Human Services Mental Health Services



Exhibit C-1

- 22.5. Notwithstanding those prior contracts, DHHS agrees that the State has no interest in the Contractor's real property that has been donated to the Contractor by parties other than the State or purchased by the Contractor using funds donated exclusively by parties other than the State.
- 22.6. In the event that the Contractor hereafter proposes to dispose of any of its existing real property, other than property described in Paragraph 22.5., having a then fair market value of fifty thousand dollars (\$50,000) or more, the Contractor agrees to notify DHHS in advance. The Contractor shall provide DHHS with a written plan of disposition that includes:
 - 22.6.1. The identity of the party to whom the property is to be sold or otherwise transferred;
 - 22.6.2. The consideration, if any, to be paid;
 - 22.6.3. The use to which the transferred property is to be put by the transferee:
 - 22.6.4. The use to which the proceeds of the disposition, if any, are to be put by the Contractor; and
 - **22.6.5.** Any documentation of specific restrictions that may exist with respect to the use or disposition of the property in question.
- 22.7. DHHS shall evaluate the plan to determine whether the property, or the proceeds of its disposition, if any, will be used for the benefit of persons eligible for State mental health services, as defined in this Agreement. If DHHS finds that eligible persons will probably benefit, DHHS shall approve the disposition. If DHHS finds that eligible persons probably will not benefit, DHHS may disapprove the disposition. Failure by DHHS to disapprove a plan of disposition within thirty (30) days (unless extended by written agreement of the parties) shall be deemed an approval thereof.
- 22.8. In the event that DHHS does not approve of the disposition, the Contractor and DHHS shall meet in a good faith effort to reach a compromise.
- 22.9. In the event that the parties cannot resolve their differences, the Contractor shall not execute its plan of disposition unless and until it shall have secured the approval of the Probate Court for the county in which the Contractor's principal office is located. In the event that the Contractor brings an action for Probate Court approval, DHHS and the Director of the Division of Charitable Trusts shall be joined in such action as necessary parties.
- 22.10. Neither the existence of this Agreement, nor the relationship of the parties, nor the provision by the State of money to the Contractor pursuant to this Agreement or otherwise shall impose any conditions upon the use or disposition of real property acquired hereafter by the Contractor. Such conditions, if any, shall arise only by a separate, express written agreement of the parties.
- 22.11. The terms and conditions of this section shall survive the term of expiration of this Agreement.
- 22.12. The requirement of Paragraph 12.1. of this Exhibit that the Contractor or approved subcontractor shall receive the prior written approval of DHHS shall apply only to actions taken which occur subsequent to the Effective Date of this Agreement.

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REVISIONS TO EXHIBIT C. SPECIAL PROVISIONS

- 1. Paragraph 9 of the Exhibit C of this contract, Audit, is deleted.
- 2. Add the following to Paragraph 17:
 - 17.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 3. Add the following to Paragraph 1:
 - 1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- 1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency.

Exhibit D – Certification regarding Orug Free Workplace Requirements Page 1 of 2

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency:

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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 I if there are workplaces on file that are not identified here.

Contractor Name:

The Mental Health Center for Southern New Hampshire

d/b/a CLM Center for Life Management

Name: Ronald Lague

Title: Chairman, Board of Directors

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2

Date 6/7/17

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CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or subcontractor), the undersigned shall complete and submit Standard Form LLL. (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

The Mental Health Center for Southern New Hampshire

d/b/a C)_M Center for Life Mapagement

Ronald Lague Name: Title

Chairman, Board of Directors

Exhibit E - Certification Regarding Lobbying

Page 1 of t

CU/DHR(S/110713



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

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

 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

> Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 1 of 2

Contractor Initia

Date 67



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, Stale or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

The Mental Health Center for Southern New Hampshire

d/b/a-CLM Center for bife Management

Name:

Ronald Lague

Title:

Chairman, Board of Directors

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2 Contractor Initials /

Date 6

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal **Employment Opportunity Plan requirements:**
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment. State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination:
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initial Cartification of Compilance with requirements pertaining to Federal Nondecrimination, Equal Treatment of Falth-Based Organizations

and Whistletiower protections Page 1 of 2



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

 By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

The Mental Health Center for Southern New Hampshire

d/b/a-CtM Center for Life Management

Name: Ronald Lague

Title: Chairman, Board of Directors

Exhibit G

Contractor initials

Centractor of Compliance with requirements pertaining to Federal Nondiscontinuation. Equal Treatment of Feith-Based Organizations

and Mahistables and American Compliance with requirements.

6/27/14 Rev. 10/21/14

Page 2 of 2

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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:

 By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

The Mental Health Center for Southern New Hampshire

dibia CLM Center for Life Management

Name:

Ronald Lague

Title:

Chairman Board of Directors

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Date 671

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Exhibit i

HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) <u>Definitions</u>.

- a. <u>"Breach"</u> shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. <u>"Business Associate"</u> has the meaning given such term in section 160,103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45,.
 Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164,501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164,501.
- "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act"</u> means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Exhibit I

Health Insurance Portability Act

Business Associate Agreement

Page 1 of 6

Contractor Initia

Date 671



Exhibit t

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 2 of 6 Contractor Initial

Date (017)



Exhibit i

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.
- (3) Obligations and Activities of Business Associate.
- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 3 of 6

Contractor Initia

Date <u>6 7 1</u>



Exhibit f

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity,
 Business Associate shall make available during normal business hours at its offices all
 records, books, agreements, policies and procedures relating to the use and disclosure
 of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine
 Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164,528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. 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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initia

Date 6 7 7



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164,522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. <u>Definitions and Regulatory References.</u> All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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.

3/2014

Exhibit I Health Insurence Portability Act Business Associate Agreement Page 5 of 6 Contractor Initial

Date 671



Exhibit I

- e. <u>Segregation</u>. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

	The Mental Health Center for Southern New Hampshire
Department of Health and Human Services	d/b/a CLM Center for Life Management
The State	Name of the Contractor
2005-817	Torald Sugar
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Ronald Lague
Name of Authorized Representative	Name of Authorized Representative
Director	Chairman, Board of Directors
Title of Authorized Representative	Title of Authorized Representative
Le[8]17	June 7, 2017
Date	Date

3/2014

Exhibit!
Health insurance Portability Act
Business Associate Agreement
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Contractor Initials

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