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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR 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.dhhs.nh.gov

May 19, 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, Glencliff Home to amend an Agreement with The Alternative Life Center, 6 Main Street, Conway, NH, 03818 (Vendor #068801), to continue to provide peer support services to Glencliff Home residents, by increasing the price limitation by \$1,200 from \$1,046,552 to an amount not to exceed \$1,047,752, effective July 1, 2017 or upon the date of Governor and Executive Council approval whichever comes later. There is no change to the completion date of June 30, 2018. The source of funds for this amendment is 19% General Funds and 81% Agency Funds.

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

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$290,154
2018	Contracts for Prog Svs	102-500731	\$290,154
		Subtotal	\$580,308

**05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
 HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT
 SERVICES**

State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$233,122
2018	Contracts for Prog Svs	102-500731	\$233,122
		Subtotal	\$466,244

**05-95-91-910010-5710 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF,
 HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT
 SERVICES**

State Fiscal Year	Class Title	Class Account	Current Budget
2018	Consultants	046-500464	\$1,200
		Subtotal	\$1,200
		Grand Total	\$1,047,752

EXPLANATION

Approval of this Amendment will allow the Contractor to continue to provide peer support services to Glenclyff Home residents who have severe mental illness. This Amendment increases the funding in the Agreement to add the provision of monthly group peer support services to Glenclyff Home residents. Peer Support services enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness.

The original agreement was competitively bid.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

Should Governor and Council determine not to approve this request, residents at the Glenclyff Home would lose a valuable support that is vital to managing their symptoms of mental illness.

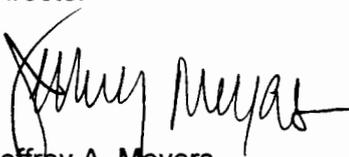
Area served: Northern New Hampshire and Glenclyff Home

Source of funds: 19% General Funds and 81% Agency Funds.

Respectfully submitted



Katja S. Fox
Director

Approved by: 
Jeffrey A. Meyers
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Peer Support Services Contract**

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this March 20, 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 The Alternative Life Center (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 6 Main Street, Conway, NH, 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23), 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 Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS the Department and Contractor 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:

1. Form P-37, General Provision, Block 1.8 Price Limitation to read: \$1,047,752.
2. Add account number to Form P-37 General Provision, Block 1.6 Account number as follows:
95-910010-5710-046-0464
3. Add to Exhibit A, Section 1.6 to read:
 - 1.6 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
4. Add to Exhibit A, Section 3.5 Peer Support Services to Glencliff Home Residents to read:
 - 3.5 Peer Support Services to Glencliff Home Residents.
 - 3.5.1 The Contractor shall provide Intentional Peer Support services as in Exhibit A, Section 3.1.1.3 once a month to Glencliff Home residents who have approval by the Director of Nursing for said services as follows:
 - 3.5.1.1 Provide in a group setting at Glencliff Home by a trained Peer Support Team Leader, for up to a one (1) hour session.
 - 3.5.1.2 Schedule peer support group sessions at least two weeks in advance on the meeting date with approval of the Glencliff Home's Social Service Staff Member and Activities Director.
 - 3.5.1.3 Maintain a list of Glencliff Home residents that attended each peer support group session and provide a copy of the list to the Social Service Staff member or Activities Director following each group session.
5. Add Section 21 to Exhibit B to read:
 21. The Department shall reimburse the Contractor at \$100 per session.
 - 21.1 The Vendor shall submit an invoice within thirty days from the date of service. The Vendor shall include in the invoice the date, begin and end time of the completed session, and the number of Glencliff Home residents in attendance.
 - 21.2 Glencliff Home shall make payment to the Contractor within thirty days of the receipt of each approved invoiced for services provided pursuant to this agreement. The Vendor shall mail invoices to: Glencliff Home, Attn: Accounts Payable, PO Box 76, Glencliff NH 03238.



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

5/25/17
Date

[Signature]
Katia S. Fox
Director

The Alternative Life Center

4.17.17
Date

[Signature]
NAME:
TITLE:

Acknowledgement:

State of New Hampshire County of Carroll on April 17, 2017, before the undersigned officer, personally appeared the person identified 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

[Signature]
Name and Title of Notary or Justice of the Peace

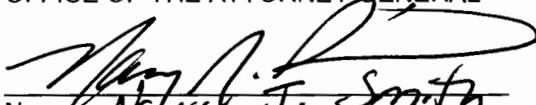
TIFFANIE A. CUROTTO, Notary Public
My Commission Expires March 28, 2019



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

OFFICE OF THE ATTORNEY GENERAL

Date 6/5/2017


Name: Nancy J. Smith
Title: Sr. Asst. Atty General

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

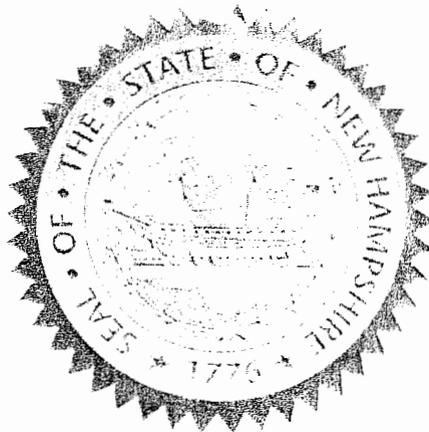
Date _____

Name: _____
Title: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Alternative Life Center is a New Hampshire nonprofit corporation formed January 15, 1999. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



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

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

William M. Gardner
Secretary of State

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Business Information

Business Details

Business Name: THE ALTERNATIVE LIFE CENTER	Business ID: 307757
Business Type: Domestic Nonprofit Corporation	Business Status: Good Standing
Business Creation Date: 01/15/1999	Name in State of Incorporation: Not Available
Date of Formation in Jurisdiction: 01/15/1999	
Principal Office Address: 6 Main St., PO Box 241, Conway, NH, 03818, USA	Mailing Address: NONE
Citizenship / State of Incorporation: Domestic/New Hampshire	
	Last Nonprofit Report Year: 2010
	Next Report Year: 2020
Duration: Perpetual	
Business Email: NONE	Phone #: 603-447-1765
Notification Email: NONE	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / PROVIDE SUPPORT & ED'L SVCS TO INDIVLS WHO ARE CHALLENGED BY DAILY EFFECTS OF MENTAL ILLNESS	

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Not Available
Registered Office Address: Not Available
Registered Mailing Address: Not Available

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#) [Return to Search](#) [Back](#)

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: corporate@sos.nh.gov
(<mailto:corporate%40sos.nh.gov>)

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CERTIFICATE OF VOTE

I, Elaine South, do hereby certify that:
(Name of the Elected Officer of the Agency, and holder of the Agency's)

1. I am a duly elected Officer of Alternative L.F.C. Ctr reg # 1
(Name of Agency)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 4.17.17:
(Date)

RESOLVED: That the Bonnie Hayes
(Name of Elected Officer)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17 day of April, 2017
(Date Contract Signed)

4. Bonnie Hayes is the duly elected President
(Name of Elected Officer) (Title of Elected Officer)

of the Agency.

Elaine South
(Signature of the Elected Officer)

STATE OF NH
County of CARROLL

The forgoing instrument was acknowledged before me this 17 day of April, 2017.

By Elaine South
(Name of Elected Officer of the Agency)

Tiffany A. Curotto
(Signature of Notary Public)

Commission Expires: _____
TIFFANIE A. CUROTTO, Notary Public
My Commission Expires March 26, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/14/2017

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603)293-2791 E-MAIL ADDRESS: fairley@esinsurance.com	FAX (A/C, No): (603)293-7188
	INSURER(S) AFFORDING COVERAGE	
INSURED Alternative Life Center P O Box 241 Conway NH 03818	INSURER A: Philadelphia Insurance Co	
	INSURER B: FirstComp	
	INSURER C: Mount Vernon	
	INSURER D:	
	INSURER E:	
INSURER F:		NAIC # 27626

COVERAGES **CERTIFICATE NUMBER: 2017** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1569046	10/25/2016	10/25/2017	EACH OCCURRENCE \$ 1,000,000			
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
						MED EXP (Any one person) \$ 5,000			
						PERSONAL & ADV INJURY \$ 1,000,000			
						GENERAL AGGREGATE \$ 2,000,000			
						PRODUCTS - COMP/OP AGG \$ 2,000,000			
						Abuse and Molestation \$ 50,000			
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PHPK1569046	10/25/2016	10/25/2017	COMBINED SINGLE LIMIT (Ea accident) \$			
						BODILY INJURY (Per person) \$ 1,000,000			
						BODILY INJURY (Per accident) \$			
						PROPERTY DAMAGE (Per accident) \$			
						Uninsured motorist BI split limit \$ 1,000,000			
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$			
						AGGREGATE \$			
						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC0116056-07	10/20/2016	10/20/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000			
C	Directors & Officers		NDO2552060A	10/25/2016	10/25/2019	\$1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
locations:
6 Main Street, Conway, NH
27 Lombard Street, Colebrook, NH
567 Main Street, Berlin, NH
267 Main Street, Littleton, NH

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

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The Alternative Life Center Mission Statement

The Mission of The Alternative Life Center is to provide a sanctuary where people, eighteen years and older, learn to create a personal vision leading to their own recovery. This journey toward recovery occurs in a compassionate atmosphere through education, peer support, sharing of common experiences, and utilizing individual, as well as, community resources.

Financial Statements

THE ALTERNATIVE LIFE CENTER

**FOR THE YEAR ENDED JUNE 30, 2016
AND
INDEPENDENT AUDITORS' REPORT**

THE ALTERNATIVE LIFE CENTER

FINANCIAL STATEMENTS

JUNE 30, 2016

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To the Board of Directors of
The Alternative Life Center
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statement of financial position of The Alternative Life Center (a nonprofit corporation) as of June 30, 2016, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Alternative Life Center as of June 30, 2016, and the changes in its net assets, its cash flows and functional expenses for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Bureau of Behavioral Health (BBH) Refundable Advance and BBH Temporarily Restricted Funds on page 11 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the The Alternative Life Center's 2015 financial statements, and our report dated September 30, 2015, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2015, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, Mc Donnell & Roberts
Professional Association*

January 25, 2017
North Conway, New Hampshire

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF FINANCIAL POSITION
JUNE 30, 2016 WITH COMPARATIVE TOTALS FOR JUNE 30, 2015**

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
CURRENT ASSETS				
Cash and cash equivalents	\$ 5,676	\$ 148,820	\$ 154,496	\$ 177,081
Accounts receivable	1,300	7,399	8,699	320
Prepaid expenses	6,919		6,919	8,187
Total current assets	<u>13,895</u>	<u>156,219</u>	<u>170,114</u>	<u>185,588</u>
PROPERTY				
Vehicles	90,787		90,787	89,020
Equipment	32,411		32,411	32,410
Leasehold improvements	4,500		4,500	
Total	127,698		127,698	121,430
Less: accumulated depreciation	<u>(60,719)</u>		<u>(60,719)</u>	<u>(75,852)</u>
Property, net	<u>66,979</u>		<u>66,979</u>	<u>45,578</u>
Total assets	<u>\$ 80,874</u>	<u>\$ 156,219</u>	<u>\$ 237,093</u>	<u>\$ 231,166</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts payable	\$ 3,426		\$ 3,426	\$ 4,717
Accrued payroll and related taxes	10,352		10,352	11,925
Refundable advances		\$ 156,219	156,219	176,476
Total current liabilities	<u>13,778</u>	<u>156,219</u>	<u>169,997</u>	<u>193,118</u>
NET ASSETS				
Unrestricted	<u>67,096</u>		<u>67,096</u>	<u>38,048</u>
Total net assets	<u>67,096</u>		<u>67,096</u>	<u>38,048</u>
Total liabilities and net assets	<u>\$ 80,874</u>	<u>\$ 156,219</u>	<u>\$ 237,093</u>	<u>\$ 231,166</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2016 WITH COMPARATIVE TOTALS FOR JUNE 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
SUPPORT AND REVENUE				
Bureau of Behavioral Health support and revenue:				
Grants	\$ 474,802		\$ 474,802	\$ 454,809
Interest	143		143	161
	<hr/>	<hr/>	<hr/>	<hr/>
Total Bureau of Behavioral Health support and revenue	474,945		474,945	454,970
Other support and revenue:				
Peer support revenue	7,600		7,600	288
Fundraising	1,680		1,680	2,134
Interest	6		6	1
Other	100		100	3,132
	<hr/>	<hr/>	<hr/>	<hr/>
Other support and revenue	9,386		9,386	5,555
	<hr/>	<hr/>	<hr/>	<hr/>
Total support and revenue	484,331		484,331	460,525
EXPENSES				
Program services	390,074		390,074	361,875
Management and general	65,209		65,209	66,571
	<hr/>	<hr/>	<hr/>	<hr/>
Total expenses	455,283		455,283	428,446
CHANGE IN NET ASSETS				
	29,048		29,048	32,079
NET ASSETS AT BEGINNING OF YEAR				
	38,048		38,048	5,969
NET ASSETS AT END OF YEAR				
	<u>\$ 67,096</u>	<u>\$</u>	<u>\$ 67,096</u>	<u>\$ 38,048</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2016 WITH COMPARATIVE TOTALS FOR JUNE 30, 2015**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2016 Total</u>	<u>2015 Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 29,048	\$ -	\$ 29,048	\$ 32,079
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:				
Depreciation	13,046		13,046	3,695
Decrease (increase) in assets:				
Accounts receivable	(980)	(7,399)	(8,379)	(306)
Prepaid expenses	1,268		1,268	(934)
(Decrease) increase in liabilities:				
Accounts payable	(1,291)		(1,291)	(1,765)
Accrued payroll and related taxes	(1,573)		(1,573)	2,677
Refundable advances		(20,257)	(20,257)	47,704
	<u>39,518</u>	<u>(27,656)</u>	<u>11,862</u>	<u>83,150</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES				
	<u>39,518</u>	<u>(27,656)</u>	<u>11,862</u>	<u>83,150</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property	<u>(34,447)</u>		<u>(34,447)</u>	<u>(49,273)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(34,447)</u>		<u>(34,447)</u>	<u>(49,273)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	5,071	(27,656)	(22,585)	33,877
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>605</u>	<u>176,476</u>	<u>177,081</u>	<u>143,204</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 5,676</u>	<u>\$ 148,820</u>	<u>\$154,496</u>	<u>\$177,081</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016 WITH COMPARATIVE TOTALS FOR JUNE 30, 2015**

	<u>Program Services</u>	<u>Management and General</u>	<u>2016 Total</u>	<u>2015 Total</u>
BUREAU OF BEHAVIORAL HEALTH				
Salaries and wages	\$ 198,531	\$ 36,429	\$ 234,960	\$ 230,552
Payroll taxes	16,032	3,267	19,299	19,269
Employee benefits	10,235	5,263	15,498	21,978
Rent	47,947	1,661	49,608	49,068
Education and in service training	26,786		26,786	25,752
Professional fees	16,514	6,624	23,138	13,900
Travel - staff transportation	20,065		20,065	7,770
Depreciation	6,523	6,523	13,046	3,695
Insurance	10,743	2,221	12,964	10,519
Telephone and internet	9,883	1,050	10,933	10,902
Vehicle - client services	7,051		7,051	10,464
Utilities	6,364		6,364	4,498
Office	2,170	2,171	4,341	5,949
Consumable supplies	4,336		4,336	4,674
Building and household supplies	2,593		2,593	3,478
Repairs and maintenance	2,198		2,198	2,687
Postage	318		318	1,492
Other	47		47	299
	<hr/>	<hr/>	<hr/>	<hr/>
Total Bureau of Behavioral Health expenses	388,336	65,209	453,545	426,946
OTHER				
Client expenses	1,738		1,738	1,500
	<hr/>	<hr/>	<hr/>	<hr/>
Total functional expenses	<u>\$ 390,074</u>	<u>\$ 65,209</u>	<u>\$ 455,283</u>	<u>\$ 428,446</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2016

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Alternative Life Center (the Center) is a New Hampshire nonprofit corporation providing five sanctuaries where people coping with or recovering from symptoms of mental illness or emotional disorders learn to create a personal vision leading to their own recovery in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources in Conway, Berlin, Colebrook, Littleton and Wolfeboro, New Hampshire and surrounding communities.

Basis of Accounting

The financial statements of the Center have been prepared on the accrual basis of accounting.

Use of Estimates

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

Basis of Presentation

The financial statement presentation follows the recommendations of ASC 958, Financial Statements of Not-for-Profit Organizations. Under ASC 958, the Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. For the year ended June 30, 2016, the Center had only unrestricted net assets.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2015, from which the summarized information was derived.

Cash and Cash Equivalents

The Center classifies certificates of deposit as cash equivalents.

Reclassifications

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

Advertising

The Center expenses advertising costs as incurred.

Property and Depreciation

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Vehicles	5 years
Equipment	5 - 7 years
Leasehold improvements	5 years

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

Income Taxes

The Center is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Center to be other than a private foundation.

The Center follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires the Center to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2016, the Center determined it had no tax positions that did not meet the “more likely than not” standard of being sustained by tax authorities.

The Center’s open audit periods are 2012 through 2015. The Center does not expect any tax positions to change significantly within the next twelve months.

Functional Allocation of Expenses

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

Donations

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Center's program services. The Board of Directors serves in a volunteer capacity.

Subsequent Events

Subsequent events have been evaluated through January 25, 2017 which is the date that the financial statements were available to be issued.

NOTE 2 REFUNDABLE ADVANCES

The Center records grant revenue as a refundable advance until it is expended for the purpose of the grant, at which time it is recognized as revenue. The balance in refundable advances at June 30, 2016, represents amounts received from the New Hampshire Department of Health and Human Services, Bureau of Behavioral Health that will be expended in the next fiscal year in accordance with the grant agreement.

NOTE 3 FUNDRAISING REVENUE

The Center recorded fundraising activities revenue for proceeds from yard-sale type fundraising events during the year ended June 30, 2016. The Center conducts these activities to raise funds for specific client activities or non-budgeted Center expenses. These funds are kept in separate accounts by the Center, and related expenses are recorded as either fundraising or client expenses. The net income from these activities is not related to the refundable advance received from the New Hampshire Department of Health and Human Services, Bureau of Behavioral Health.

NOTE 4 LEASE AGREEMENTS

The Center leases its facilities under the terms of operating leases that expired June 30, 2016. New one year leases were signed for the year ended June 30, 2017. Lease payments totaled \$49,608 for the year ended June 30, 2016. Future minimum lease payments for the year ended June 30, 2017 are \$49,668.

NOTE 5 CONCENTRATION OF RISK

For the year ended June 30, 2016, approximately 98% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services, Bureau of Behavioral Health. The future existence of the Center is dependent upon the funding policies and continued support of this source.

NOTE 6 **CONTINGENCIES**

Grant Compliance

The Center receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Center is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenses were found not to have been made in compliance with the laws and regulations, the Center might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2016.

NOTE 7 **RETIREMENT PLAN**

The Center maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. The Center contributes up to 3% of the base compensation of eligible participants to the plan. Contributions to the plan for the year ended June 30, 2016 totaled \$1,324.

THE ALTERNATIVE LIFE CENTER

**SCHEDULE OF BUREAU OF BEHAVIORAL HEALTH (BBH)
REFUNDABLE ADVANCE
FOR THE YEAR ENDED JUNE 30, 2016**

Total FY 2016 BBH funds received	\$ 454,545
Recognition of funds released by BBH	<u>60,563</u>
Total funds received	515,108
BBH expenses (taken from audit report)	(453,545)
Purchase of fixed assets using BBH funds	(34,446)
Interest on BBH funds held	143
Depreciation expense	<u>13,046</u>
BBH surplus	40,306
Refundable advance balance at June 30, 2015	176,476
Refundable advances used	<u>(60,563)</u>
Refundable advance balance at June 30, 2016	<u>\$ 156,219</u>

See Independent Auditors' Report

BOARD MEMBERS 2016/2017

Maddie Costello (2018)(&Joe)

[REDACTED]

Edna Heath (2017)

[REDACTED]

Gardiner Perry (2018)

[REDACTED]

Fay Reilly (2018)

[REDACTED]

Robert Randall (2017)

[REDACTED]

.Kim Drew (2019)

[REDACTED]

Elaine South (2018)

[REDACTED]

Bonnie Hayes (2017)

[REDACTED]

Beatrice Richards (2018)

[REDACTED]

Leo Sullivan (2018)

[REDACTED]

Judith English (2017)

[REDACTED]

FYI: Laura Mekinova

[REDACTED]

(2/20/2017)

Laura Mekinova



OBJECTIVE

To challenge myself and grow in my position and life.

EDUCATION

2015	WRAP Facilitator
2014	Peer Specialist Certification
2013	Intentional Peer Support Trainer
2008	Certified in intentional Peer Support
1998	G.E.D

WORK EXPERIENCE

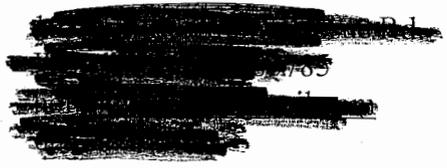
May 2014- Present

Intentional Peer Support Trainer
Responding for effectively training the Peer Support Agencies in intentional Peer Support, also maintaining their Co Reflections, Warm line trainings, Conflict Resolutions, and Crisis Respite training.

December 2006 – Present

The Alternative Life Center
Started as floor staff and currently Executive Director. Duties include but not limited to, facilitating support/wellness groups, building community ties and contacts, promoting the wellness of the individuals we serve. Overseeing four sites, one outreach, a warm line, a respite and two peer specialist positions.

Laura Mekinova



May 2006- December 2006

Sunny Garden Restaurant
Waitressing

November 2005- April 2006

HR Block
Bookkeeper and accounts payable

SKILLS

Computer literate, effective communication skills, and a team player. Proficient writing skills.

REFERENCES

Available upon request.

Joanne Hill

Objective:

Obtain a position where I can utilize my acquired skills and advance my experiences in serving the public.

Work History & Responsibilities:

Assistant Director for Region 1 ALC 2015 - present
Peer Support Specialist for Littleton Northern Human Services 2015 - present

Team Leader

The Alternative Life Center, the Haven in Colebrook NH; 2007-present
Oversee staff and members
Help members become more secure with themselves and the community
Assist members with WRAP Programs and IPS
Represent the Haven at the Resource Committee

Waitress & Bartender

Colebrook Country Club & Cedar Lounge in Colebrook NH; 1998-2006
Assist with service planning, functions, and finances.
Deescalated potentially dangerous situations.

Patient Advocate

UCVMHS and Vershire Center in Colebrook NH; 1994-1998
Oversee individuals' finances, housing and medications
Documentation for state data and monthly progress reports
Social communications and ADL skills

Behavior Specialist Assistant

Leominster Day Habilitation Center in Leominster MA; 1992-1993
Taught and supervised staff as to the implementation of behavioral programs within center and independent group homes
Documented information for evaluation, reassessments and Senior Case Manager
Organized and managed human rights committee meetings for district
Appointed representative for semi-annual and annual meetings for district

Vocational Instructor

Leominster Day Habilitation Center in Leominster MA; 1987-1992
Taught vocational, social, communicative and daily living skills
Implemented behavior programs as assigned
Documented data and monthly progress reports

Education & Certifications:

Bachelor of Science: Human Services 2008
Associate of Arts: Arts 1983

Wellness Recovery Action Plan (WRAP) certified
Intentional Peer Support Specialist (IPS) certified

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Elderly & Adult Services

Agency Name: _____

Name of Program/Service: _____

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Laura Mekinova, Executive Director	\$44,990	100.00%	\$44,990.00
Joanne Hill, Assistant Director	\$23,660	100.00%	\$23,660.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES	\$0	0.00%	\$68,650.00

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.



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.dhhs.nh.gov

June 6, 2016

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

G&C Approved

Date: 6/29/16
Item #: 23

REQUESTED ACTION

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

Summary of contract amounts by Vendor.

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

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

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

Please see attached financial detail.

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide.

Source of funds: ^{44.55}~~45.55~~% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

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

Respectfully submitted



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92207143

The Alternative Life Center

Vendor # 068801

State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00

The Stepping Stone Drop-In Center Association

Vendor # 157967

State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00

Lakes Region Consumer Advisory Board

Vendor # 157060

State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00

Monadnock Area Peer Support Agency

Vendor # 157973

State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00

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

Vendor # 209287

State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

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

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

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

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

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

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

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00

Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00

On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00

Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00

Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00

TOTAL			\$ 5,518,958.00
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New Hampshire Department of Health and Human Services
 Office of Business Operations
 Contracts & Procurement Unit
 Summary Scoring Sheet

Peer Support Services
 RFP Name

RFP-2017-BBH-02-PEERS
 RFP Number

Reviewer Names

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

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

Bidder Name

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

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-06)

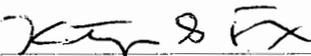
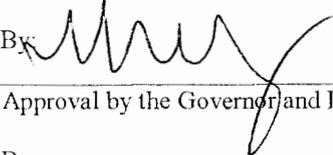
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Alternative Life Center		1.4 Contractor Address 6 Main Street, Conway, NH 03818	
1.5 Contractor Phone Number 603-447-1765	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$1,046,552
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Leo R. Sullivan President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>CARROLL</u> On <u>5/31/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		BONNIE L. HAYES Notary Public - New Hampshire My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katja S. Fix, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/12/16</u> Mega A. ... / cpl-Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Definitions

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

Exhibit A

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



Exhibit A

3. Scope of Services

3.1. Peer Support Services

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

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

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

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

a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.

b. Fosters self-advocacy skills, autonomy, and independence;

c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;

d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;

e. Encourages informed decision-making about all aspects of people's lives;

f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

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

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



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



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



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- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
 - 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
 - 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
 - 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.
- 3.3. Crisis Respite
- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
 - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
 - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.



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- 3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
- 3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

3.4. Warmline Services

- 3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
 - 3.4.1.1. Are primarily provided to any individual who lives or works in Region 1, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
 - 3.4.1.2. Are provided during the hours the peer support agency is closed.
 - 3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - 3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.
 - 3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
 - 3.4.1.6. Are provided by staff that are trained in providing crisis services.
 - 3.4.1.7. May include outreach calls described in Section 3.2.1.5

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 1, and other Regions specific to services identified in Section 3.3 and 3.4.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A Building in compliance with local health, building and fire safety codes,
 - 4.3.2. A Building that is maintained in good repair and be free of hazard,
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
 - 4.3.3.2. At least one telephone for incoming and outgoing calls,
 - 4.3.3.3. A functioning septic or other sewage disposal system, and
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New



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Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and

- b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

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

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

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.



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

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,



Exhibit A

- 7.2.6. Harassment, discrimination, and diversity,
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
- 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions
 - 7.3.2. Staffing pattern
 - 7.3.3. Conditions of employment
 - 7.3.4. Grievance procedures
 - 7.3.5. Performance reviews
 - 7.3.6. Individual staff development plans
 - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;



Exhibit A

- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development;
 - 7.12.2. Supervision;



Exhibit A

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

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 8.1.2. Having a plan for governance that requires:
 - 8.1.2.1. A Board of Directors who:
 - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than



Exhibit A

20% of the board members shall be related by blood, marriage, or cohabitation to other board members.

d. Establish and maintain the bylaws

8.1.2.2. Bylaws that outline the:

- a. Responsibilities and powers of the Board of Directors,
- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
- c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
- d. A procedure by which inactive peer support agency members are removed from the peer support agency board.

- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - 8.7.3. Internal Control Procedures; and
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:



Exhibit A

- 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
- 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

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

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:



Exhibit A

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

11. Deliverables

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

12. Reporting

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



Exhibit A

- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
- 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
- 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
- 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
- 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
- 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
- 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
- 13.1.2.1. Data
- 13.1.2.2. Financial records



Exhibit A

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



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



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

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (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 in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

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

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

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

9.2. Capital Reserve Fund: \$0

9.3. Capital Expenditure: \$0

9.4. Crisis Respite: \$87,561.

9.5. Retirement: \$2,371.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (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 on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

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

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

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

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

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

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



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

Exhibit B-1

BUDGET FORM

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

Bidder Name: The Alternative Life Center

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

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

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	311,706
602	Employee Benefit	29,181
603	Payroll taxes	23,845
	Subtotal	364,732
620	PROFESSIONAL FEES	
624	Accounting	7,500
625	Audit Fees	8,100
626	Legal Fees	30
627	Other Professional Fees and Consultants	0
	Subtotal	15,630
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	57,888
642	Mortgage Payments	0
643	Heating Costs	0
644	Other Utilities	6,840
645	Maintenance and Repairs	1,160
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	65,888
650	CONSUMABLE SUPPLIES	
651	Office	4,051
652	Building/Household	2,640
653	Rehabilitation/Training	0
655	Food	5,792
657	Other Consumable Supplies	0
	Subtotal	12,483
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,560
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	300
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	11,773
730	POSTAGE/SHIPPING	1,900
	Subtotal	15,532
740	TRANSPORTATION	
741	Board Members	0
742	Staff	12,329
743	Members and Participants	21,942
	Subtotal	34,271
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	
760	INSURANCE	
762	Vehicles	8,491
763	Comprehensive Property & Liability	5,015
800	OTHER EXPENDITURES	234
801	INTEREST EXPENSE	0
	Subtotal	13,740
	TOTAL PROGRAM EXPENSES	523,276

Exhibit B-2

BUDGET FORM

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

Bidder Name: The Alternative Life Center

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

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

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	311,706
602	Employee Benefit	29,181
603	Payroll taxes	23,845
	Subtotal	364,732
620	PROFESSIONAL FEES	
624	Accounting	7,500
625	Audit Fees	8,100
626	Legal Fees	30
627	Other Professional Fees and Consultants	0
	Subtotal	15,630
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	57,888
642	Mortgage Payments	0
643	Heating Costs	0
644	Other Utilities	6,840
645	Maintenance and Repairs	1,160
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	65,888
650	CONSUMABLE SUPPLIES	
651	Office	4,051
652	Building/Household	2,640
653	Rehabilitation/Training	0
655	Food	5,792
657	Other Consumable Supplies	0
	Subtotal	12,483
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	
670	EQUIPMENT RENTAL	1,560
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	300
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	11,773
730	POSTAGE/SHIPPING	1,900
	Subtotal	15,532
740	TRANSPORTATION	
741	Board Members	0
742	Staff	12,329
743	Members and Participants	21,942
	Subtotal	34,271
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	
760	INSURANCE	
762	Vehicles	8,491
763	Comprehensive Property & Liability	5,015
800	OTHER EXPENDITURES	234
801	INTEREST EXPENSE	0
	Subtotal	13,740
	TOTAL PROGRAM EXPENSES	523,276



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

5-31-16
Date

Leo R Sullivan
Name: President
Title:

Conway Peer Support Center, 6 Main St. P.O. Box 241 Conway NH 03818
Serenity Steps 567 Main St. Berlin NH 03570
The Haven 27 Lombard St. Colebrook NH 03576
Littleton Peer Support Center 267 Main St. Littleton NH 03561
Conway Crisis Respite 6 Main St. P.O. Box 241 Conway NH 03818



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

5-31-16
Date

Leo R. Sullivan
Name: President
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Lee R. Sullivan

5-31-16
Date

Name: _____
Title: *President*



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

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

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

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

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

Exhibit G

Contractor Initials LRD

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

Leo R. Sullivan

5-31-16
Date

Name:
Title: PRESIDENT

Exhibit G

Contractor Initials LRS

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Lee R. S. Hinson

5-31-16

Date

Name:

Title: *President*



HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health & Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/6/16
Date

The ALTERNATIVE LIFE CENTRE
Name of the Contractor

Leo R Sullivan
Signature of Authorized Representative

Leo R Sullivan
Name of Authorized Representative

Leo R Sullivan President
Title of Authorized Representative

5-31-16
Date



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

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

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

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

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

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

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

Contractor Name:

Leo R Sullivan

5-31-16
Date

Name:
Title: *President*

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: 15664687
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____