



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9544 1-800-852-3345 Ext. 9544 Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2019

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

#### **REQUESTED ACTION**

1) Authorize the Department of Health and Human Services, Division for Behavioral Health, to exercise renewal options and amend existing agreements with the vendors listed below to continue providing peer support services to adults with mental illness by increasing the total price limitation by \$2,659,479 from \$8,280,837 to \$10,940,316 and by extending the completion date from June 30, 2019 to June 30, 2020, effective July 1, 2019 or upon Governor and Executive Council approval whichever is later. 55.45% Federal Funds, 44.55% General Funds.

Vendor Name	Vendor Number	Location	Contract Amount	Increase/ (Decrease)	Modified Contract Amount	G&C Approval
Connections Peer	#157070-	Portsmouth	\$734,466	\$243,078	\$977,544	O:06/29/16 #23
Support Center	B001	PortSmouth	\$734,400	\$243,070	Ψ977,544	A1: 6/20/18#33B
H.E.A.R.T.S Peer	#209287-	Nashua	\$1,146,234	\$387,091	\$1,533,325	O:06/29/16 #23
Support Center	B001	Nasilua	ψ1,140,204	Ψ307,031	Ψ1,000,020	A1: 6/20/18#33B
Lakes Region	#157060-		£4.040.427	C227 444	¢4.255.540	O:06/29/16 #23
Consumer Advisory Board	B001	Laconia	\$1,018,137	\$337,411	\$1,355,548	A1: 6/20/18#33B
Monadnock Area	#157973-	Keene	\$792,342	\$275,105	\$1,067,447	O:06/29/16 #23
Peer Support Agency	B001	Veelle	\$132,342	Ψ273,103	Ψ1,007,447	A1: 6/20/18#33B
On the Road to	#158839-	Manchester	\$1,328,574	\$410,549	\$1,739,123	O:06/29/16 #23
Recovery, Inc.	B001	Marichester	ψ1,320,374	Ψ+10,545	Ψ1,700,120	A1: 6/20/18#33B
The Stepping Stone	#157697-	Classina	#4 42E 02E	¢205 440	¢4 E20 4E4	O:06/29/16 #23
Drop-In Center Association	B001	Claremont	\$1,135,035	\$385,119	\$1,520,154	A1: 6/20/18#33B
						O:06/29/16 #23
The Alternative Life Center	#168081- B001	Conway	\$1,572,228	\$428,348	\$2,000,576	A1:06/21/17 #38
						A2: 6/20/18#33B
Tri-City Consumers'	#157797-	Rochester	\$553,821	\$192,778	\$746,599	O:06/29/16 #23
Action Co-operative	B001	Rochester	φυυυ,ο21	\$132,770	Ψ140,399	A1: 6/20/18#33B
		Total	\$8,280,837	\$2,659,479	\$10,940,316	

State Fiscal Year	Lakes Region Consumer Ad	lvisory Board							
State Fiscal Year					-		$\neg$		
2017		Class Title	Class Account	Cı	urrent Budget		e/	Re	•
2018	2017	Contracts for Prog Sys	102-500731	\$	151 196 00			\$	
2019				_			_	_	
2020					101,100.00		$\rightarrow$	<u> </u>	-
Subtotal   S 302,392.00   S   S 302,392.01					-			·	
		Contracts for Frog SVS	102-300731		302 392 00		$\neg$	_	302 392 0
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount   Amo	Subtotal			Ψ	302,332.00	Ψ		<u>*</u>	002,002.0
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount   Amo	Ionadnock Area Peer Sunn	ort Agency	7				_	_	
State Fiscal Year		lort Agency		-					
2017 Contracts for Prog. Svs 102-500731 \$ 117,665,00 \$ .		Class Title	Class Account	Cı	urrent Budget		e/	Re	_
2018	2017	Contracts for Prog Sus	102-500731	•	117 665 00		-	•	
2019				_			$\overline{}$	<del></del>	
Subtotal   Contracts for Prog Svs   102-500731   \$ 235,330.00   \$ - \$ 235,230.00   \$ -									117,003.0
Subtotal   \$ 235,330.00 \$ - \$ 235,330.00							-		
		Contracts for Flog SVs	102-300731		235 330 00		-		235 330 0
State   Fiscal   Year   Class   Title   Class   Account   Current   Budget   Amount   Increase   (Decrease)   Amount   Total   Amount   Total   Tota	Subtotal	L		Ψ	235,330.00	3		Ψ	233,330.0
State   Fiscal   Year   Class   Title   Class   Account   Current Budget   Amount Increase   (Decrease)   Amount Increase						· · · · · · · · · · · · · · · · · · ·			
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase   (Decrease)   Amount		enter of Greater Nashua Re	gion VI	-					
Class Account	endor # 209287			<u> </u>			-		
2018	State Fiscal Year	Class Title	Class Account	Cı		(Decrease)	e/	Re	Amount
2019   Contracts for Prog Svs   102-500731   \$ - \$ - \$ - \$	2017	Contracts for Prog Svs		\$	170,218.00	\$ -		\$	170,218.0
Subtotal	2018	Contracts for Prog Svs	102-500731	\$	170,218.00	\$ -		\$	170,218.0
Subtotal	2019	Contracts for Prog Svs	102-500731	\$	-	\$	. [	\$	-
Dotation   Class   C	2020	Contracts for Prog Svs	102-500731	\$	-	\$ -		\$	-
State Fiscal Year	Subtotal			\$	340,436.00	\$ -	.	\$	340,436.0
State Fiscal Year									
State Fiscal Year	on the Road to Recovery In	nc .							
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount		I .		<del>†</del>	······································				
2017		Class Title	Class Account	Cı	urrent Budget		e/	Re	•
2018	2017	Contracts for Drog Sug	102 500721	-	107 206 00		$\rightarrow$	•	
2019   Contracts for Prog Svs   102-500731   \$ - \$ - \$   \$   \$   \$   \$   \$   \$   \$									
2020   Contracts for Prog Svs   102-500731   \$ - \$ - \$ - \$ 394,592.00					197,290.00				197,290.0
Subtotal				_	<u> </u>				
Contracts for Prog Svs   102-500731   \$ 109,071.00   \$   \$ 109,071.01		Contracts for Prog Svs	102-300731	_	204 502 00		-	·	204 502 0
	Subtotai		L	<b>a</b>	394,592.00	, ·	·1	<del>•</del>	394,592.0
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount		Center							
Class Title   Class Account   Current Budget   (Decrease)   Amount	/endor # 157070						_		
2018	State Fiscal Year	Class Title	Class Account	C	urrent Budget		e/	Re	
2019   Contracts for Prog Svs   102-500731   \$ - \$ - \$ - \$ - \$				<del>-</del>			:		109,071.0
2020   Contracts for Prog Svs   102-500731   \$ - \$ - \$   \$ - \$   \$   \$   \$   \$   \$					109,071.00			_	109,071.0
Subtotal   \$ 218,142.00   \$ - \$ 218,142.00	2019	Contracts for Prog Svs	102-500731	\$	-			\$	
Cri-City Consumers' Action Co-operative	2020	Contracts for Prog Svs	102-500731	\$				\$	
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Revised Budget   Amount   Current Budget   Contracts for Prog Svs   102-500731   \$82,245.00   \$ - \$82,245.00	Subtotal			\$	218,142.00	\$	.	\$	218,142.0
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Revised Budget   Amount   Current Budget   Contracts for Prog Svs   102-500731   \$82,245.00   \$ - \$82,245.00									
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Revised Budget   Amount   Current Budget   Contracts for Prog Svs   102-500731   \$82,245.00   \$ - \$82,245.00	ri-City Consumers' Action	Co-operative							
State Fiscal Year         Class Title         Class Account         Current Budget (Decrease)         Amount Increase/ (Decrease)         Revised Budge Amount           2017         Contracts for Prog Svs         102-500731         \$ 82,245.00         \$ -         \$ 82,245.00           2018         Contracts for Prog Svs         102-500731         \$ 82,245.00         \$ -         \$ 82,245.00           2019         Contracts for Prog Svs         102-500731         \$ -         \$ -         \$ -           2020         Contracts for Prog Svs         102-500731         \$ -         \$ -         \$ -           Subtotal         \$ 164,490.00         \$ -         \$ 164,490.00         \$ -         \$ 2,458,736.00           SUB TOTAL         \$ 2,458,736.00         \$ -         \$ 2,458,736.00         \$ -         \$ 2,458,736.00									
2017   Contracts for Prog Svs   102-500731   \$ 82,245.00   \$ - \$ 82,245.00		Class Title	Class Account	С	urrent Budget	1	e/	Re	-
2018   Contracts for Prog Svs   102-500731   \$ 82,245.00   \$ - \$ 82,245.00	2017	Contracts for Prog Sys	102-500731	8	82 245 00		.	\$	
2019   Contracts for Prog Svs   102-500731   \$ -							_		82,245.0
2020   Contracts for Prog Svs   102-500731   \$ -				+			-		
Subtotal         \$ 164,490.00         \$ -         \$ 164,490.00           SUB TOTAL         \$ 2,458,736.00         \$ -         \$ 2,458,736.00           05-95-92-922010-4118         HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES           100% General Funds           Activity Code: 92204118							. +		
SUB TOTAL \$ 2,458,736.00 \$ - \$ 2,458,736.00  05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES  100% General Funds Activity Code: 92204118		Contracts for Flog GVS	102-000101	_	164 490 00				164.490.0
05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES  100% General Funds  Activity Code: 92204118	Subtotal			ΙΨ.	104,430.00	Ψ		Ψ	104,450.0
BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES  100% General Funds  Activity Code: 92204118	SUB TOTAL			\$	2,458,736.00	\$		\$	2,458,736.0
100% General Funds Activity Code: 92204118	05-95-92-922010-4118	HEALTH AND SOCIAL SERV	ICES, HEALTH AN	D HUI	MAN SVCS DEP	T OF, HHS: BEHAV	/IOR	AL H	EALTH DIV,
Activity Code: 92204118			HEALTH SERVICE	S, PE	ER SUPPORT S				
							_		
DO GEOGRAPHICA AND A CONTROL I	The Albania China Life Co.	1	Tolivity Code. 92	T		T	_		

State Fiscal Year	Class Title	Class Account	Cı	rrent Budget	 ount Increase/ (Decrease)	Re	evised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$	-	\$ _	\$	-
2018	Contracts for Prog Svs	102-500731	\$	-	\$ -	\$	-
2019	Contracts for Prog Svs	102-500731	\$	233,122.00	\$ -	\$	233,122.0
2020	Contracts for Prog Svs	102-500731	\$	-	\$ 190,832.00	\$	190,832.0
Subtotal			\$	233,122.00	\$ 190,832.00	\$	423,954.0

The Stepping Stone Drop-Ir	Center Association							
Vendor # 157967			Ĺ					
State Fiscal Year	Class Title	Class Account		Current Budget	Α	mount Increase/ (Decrease)	F	Revised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$		\$		\$	-
2018	Contracts for Prog Svs	102-500731	\$	-	\$	-	\$	-
2019	Contracts for Prog Svs	102-500731	\$	168,555.00	\$	-	\$	168,555.00
2020	Contracts for Prog Svs	102-500731	\$	-	\$	171,573.00	\$	171,573.00
Subtotal			\$	168,555.00	\$	171,573.00	\$	340,128.00

Lakes Region Consumer A	dvisory Board						
Vendor # 157060							
State Fiscal Year	Class Title	Class Account	Current Budget	Α	mount Increase/ (Decrease)	R	evised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$	•	\$	-
2018	Contracts for Prog Svs	102-500731	\$ -	\$	-	\$	-
2019	Contracts for Prog Svs	102-500731	\$ 151,196.00	\$	-	\$	151,196.00
2020	Contracts for Prog Svs	102-500731	\$ <u> </u>	\$	150,319.00	\$	150,319.00
Subtotal			\$ 151,196.00	\$	150,319.00	\$	301,515.00

Monadnock Area Peer Supp	oort Agency							
Vendor # 157973								
State Fiscal Year	Class Title	Class Account	С	urrent Budget	An	nount Increase/ (Decrease)	R	evised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$	-	\$	-	\$	-
2018	Contracts for Prog Svs	102-500731	\$	-	\$	-	\$	-
2019	Contracts for Prog Svs	102-500731	\$	117,665.00	\$	-	\$	117,665.00
2020	Contracts for Prog Svs	102-500731	\$	-	\$	122,561.00	\$	122,561.00
Subtotal			\$	117,665.00	\$	122,561.00	\$	240,226.00

H.E.A.R.T.S. Peer Support	Center of Greater Nashua Re	gion VI					
Vendor # 209287							
State Fiscal Year	Class Title	Class Account	Current Budget	A	mount Increase/ (Decrease)	F	Revised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$	-	\$	-
2018	Contracts for Prog Svs	102-500731	\$ -	\$	-	\$	-
2019	Contracts for Prog Svs	102-500731	\$ 170,218.00	\$		\$	170,218.00
2020	Contracts for Prog Svs	102-500731	\$ 	\$	194,727.00	\$	194,727.00
Subtotal			\$ 170,218.00	\$	194,727.00	\$	364,945.00

On the Road to Recovery, In	ic.						
Vendor # 158839							
State Fiscal Year	Class Title	Class Account	Current Budget	A	mount Increase/ (Decrease)	R	evised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$	-	\$	
2018	Contracts for Prog Svs	102-500731	\$ _	\$		\$	
2019	Contracts for Prog Svs	102-500731	\$ 197,296.00	\$	-	\$	197,296.00
2020	Contracts for Prog Svs	102-500731	\$ 	\$	182,903.00	\$	182,903.00
Subtotal			\$ 197,296.00	\$	182,903.00	\$	380,199.00

Connections Peer Support	Center						
Vendor # 157070							
State Fiscal Year	Class Title	Class Account	Current Budget	A	mount Increase/ (Decrease)	F	Revised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$		\$	-
2018	Contracts for Prog Svs	102-500731	\$ -	\$	-	\$	
2019	Contracts for Prog Svs	102-500731	\$ 109,071.00	\$	-	\$	109,071.00
2020	Contracts for Prog Svs	102-500731	\$ <u>-</u>	\$	108,294.00	\$	108,294.00
Subtotal			\$ 109,071.00	\$	108,294.00	\$	217,365.00

Tri-City Consumers' Action	Co-operative				
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2018	Contracts for Prog Svs	102-500731	\$	\$ -	\$ -
2019	Contracts for Prog Svs	102-500731	\$ 82,245.00		\$ 82,245.0
2020	Contracts for Prog Svs	102-500731	\$	\$ 58,159.00	\$ 58,159.0
Subtotal			\$ 82,245.00	\$ 58,159.00	\$ 140,404.0
SUB TOTAL			\$ 1,229,368.00	\$ 1,179,368.00	\$ 2,408,736.00
	LTH AND SOCIAL SERVICES			F, HHS: BEHAVIORAL I	HEALTH DIV,
BUREAU OF MENTAL HEAL	TH SERVICES, MENTAL HEA				<del>" "</del>
		100% Federal F Activity Code: 92	The state of the s		
The Alternative Life Conter	T	Activity Code: 92	204120		· · · · · · · · · · · · · · · · · · ·
The Alternative Life Center		·			
Vendor # 068801 State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
2047	Contracts for Drog Sug	102 500724		(Decrease)	Amount
2017 2018	Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$ - \$ -	\$ - \$ -	<u> </u>
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00	·	\$ 290,154.0
2020	Contracts for Prog Svs	102-500731	\$ -	\$ 237,516.00	
Subtotal	Contracts for Fing Cite	102 000101	\$ 290,154.00	\$ 237,516.00	
			r	T	
The Stepping Stone Drop-Ir Vendor # 157967	Center Association	-			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2018	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2019	Contracts for Prog Svs	102-500731	\$ 209,790.00	\$ -	\$ 209,790.0
2020	Contracts for Prog Svs	102-500731	\$ -	\$ 213,546.00	\$ 213,546.0
Subtotal			\$ 209,790.00	\$ 213,546.00	\$ 423,336.0
Lakes Region Consumer A	dvisory Board			T	· · · · · · · · · · · · · · · · · · ·
Vendor # 157060	T T				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2018	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2019	Contracts for Prog Svs	102-500731	\$ 188,183.00	\$ -	\$ 188,183.0
2020	Contracts for Prog Svs	102-500731		\$ 187,092.00	
Subtotal			\$ 188,183.00	\$ 187,092.00	\$ 375,275.0
Monadnock Area Peer Sup	port Agency				
Vendor # 157973 State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2019	Contracts for Prog Svs	102-500731	\$ 146,449.00		\$ 146,449.0
2020	Contracts for Prog Svs	102-500731	\$ -	\$ 152,544.00	
Subtotal			\$ 146,449.00	\$ 152,544.00	\$ 298,993.0
H.E.A.R.T.S. Peer Support	Center of Greater Nashua Re	gion VI			
				Amount Increase/	Revised Budget
Vendor # 209287				- Amount merease/	Leasen prinder
	Class Title	Class Account	Current Budget	(Decrease)	Amount
Vendor # 209287 State Fiscal Year 2017	Contracts for Prog Svs	102-500731	\$ -	(Decrease)	\$ -
Vendor # 209287  State Fiscal Year  2017 2018	Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$ - \$ -	(Decrease) \$ - \$ -	\$ - \$ -
Vendor # 209287 State Fiscal Year 2017	Contracts for Prog Svs	102-500731	\$ -	(Decrease) \$ - \$ -	\$ - \$ - \$ 211,860.0

On the Road to Recovery, In	C.							
Vendor # 158839								
State Fiscal Year	Class Title	Class Account	Cı	irrent Budget	Am	ount Increase/ (Decrease)	Re	vised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$	-	\$	-	\$	-
2018	Contracts for Prog Svs	102-500731	\$	-	\$	-	\$	-
2019	Contracts for Prog Svs	102-500731	\$	245,562.00	\$	-	\$	245,562.00
2020	Contracts for Prog Svs	102-500731	\$	-	\$	227,646.00	\$	227,646.00
Subtotal			\$	245,562.00	\$	227,646.00	\$	473,208.00
Connections Book Summer	201401	1						
Connections Peer Support C Vendor # 157070	enter							
State Fiscal Year	Class Title	Class Account	Cı	ırrent Budget	Am	ount Increase/	Re	vised Budget Amount
2047	Control to for Door Cur	402 500724	•		•	, , , , , , , , , , , , , , , , , , , ,	•	
2017	Contracts for Prog Svs	102-500731	\$	<del></del>	\$	-	\$	<del></del>
2018	Contracts for Prog Svs	102-500731	\$		\$	-	\$	135.751.00
2019	Contracts for Prog Svs	102-500731	_	135,751.00	7			
2020	Contracts for Prog Svs	102-500731	\$	405.754.00	\$	134,784.00	\$	134,784.00
Subtotal			\$	135,751.00	\$	134,784.00	\$	270,535.00
Tri-City Consumers' Action	Co-operative							
Vendor # 157797								
State Fiscal Year	Class Title	Class Account	Cı	ırrent Budget	Am	ount Increase/ (Decrease)	Re	vised Budget Amount
2017	Contracts for Prog Svs	102-500731	\$	-	\$	-	\$	-
2018	Contracts for Prog Svs	102-500731	\$	-	\$		\$	-
2019	Contracts for Prog Svs	102-500731	\$	102,362.00	\$	-	\$	102,362.00
2020	Contracts for Prog Svs	102-500731	\$	-	\$	134,619.00	\$	134,619.00
Subtotal			\$	102,362.00	\$	134,619.00	\$	236,981.00
SUB TOTAL		T	\$	1,530,111.00	\$	1,480,111.00	\$	3,010,222.00
SOD TOTAL				1,000,111.00		1,400,111.00	Ψ	0,010,222.00
05-95-91-910010-5710 HEAL GLENCLIFF HOME, PROFES	TH AND SOCIAL SERVICES	S, HEALTH AND HU	JMAN	SVCS DEPT OF	, HHS	S: GLENCLIFF HO	OME	FOR ELDER,
			~~~	-I E d-				
, , , , , , , , , , , , , , , , , , , ,	80%	Other Funds/ 20% (	Jener.	ai Fungs				
	80%	Other Funds/ 20% ( Activity Code: 91						
	80%							
	80%							
The Altenative Life Center	80%  Class Title		00000		Am	nount Increase/	Re	evised Budget
The Altenative Life Center Vendor # 068801 State Fiscal Year	Class Title	Activity Code: 91	00000	0 urrent Budget	Am		Re	Amount
The Altenative Life Center Vendor # 068801		Activity Code: 91	00000 Cı	0				-Amount 1,200.00
The Altenative Life Center Vendor # 068801  State Fiscal Year 2018	Class Title Consultants	Activity Code: 91  Class Account  046-500464	Cu	0 urrent Budget 1,200.00	\$		\$	

\$

\$

2,400.00 \$

8,280,837.00 \$

2,400.00

10,940,316.00

\$

2,659,479.00 \$

SUB TOTAL

TOTAL

# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services Contract

This 2<sup>nd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Connections Peer Support Center, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 544 Islington Street Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) as amended on June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$977,544.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A Amendment #1, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2.
- 7. Add Exhibit B-4 Amendment #2, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.

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

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

State of New Hampshire Department of Health and Human Services

Title: Director

Connections Peer Support Center

5/31/19

Acknowledgement of Contractor's signature:

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

Travis Carloni Branch Manager
Name and Title of Notary or Justice of the Peace



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

	OFFICE OF THE ATTORNEY GENERAL
Date 19	Marrie: Jill Perion Title: Senin Asst. Attruy General
I hereby certify that the foregoing Am the State of New Hampshire at the M	nendment was approved by the Governor and Executive Council of leeting on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:



#### **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 in accordance with NH Administrative Rule He-M 402, Peer Support, 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.7. The Contractor shall provide in-house and community based services for Region VIII as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement.

#### 2. Definitions

2.1. **Board of Directors** means the governing body of a nongovernmental Peer Support Agency.

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- 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 I served by the Contractor.
- Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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. Serious Mental Illness (SMI) 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.

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- 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.

#### 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 including, but not limited to:
    - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
    - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
      - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
      - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
      - 3.1.1.3.3. Emphasize 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.
      - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
      - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
      - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
      - 3.1.1.3.7. Emphasize 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.

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- 3.1.1.5. Provide in-house and community-based services according to the Deliverables in Subsection 12.1 through 12.2.5.
- 3.1.1.6. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.7. 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.
- 3.1.1.8. 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.
- 3.1.1.9. 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:
  - 3.1.1.9.1. Rights Protection,
  - 3.1.1.9.2. Peer Advocacy,
  - 3.1.1.9.3. Recovery,
  - 3.1.1.9.4. Employment,
  - 3.1.1.9.5. Wellness Management, and
  - 3.1.1.9.6. Community Resources.
- 3.1.1.10. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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.
- 3.1.1.11. Provide Individual Peer Assistance by assisting adults to:
  - 3.1.1.11.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.11.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3,1.1.11.3. Promote self-advocacy.
- 3.1.1.12. Provide Employment Education by assisting members with:

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- 3.1.1.12.1. 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).
- 3.1.1.12.2. Referrals to community mental health centers employment programs.
- 3.1.1.12.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.13. Inform the members and general public about the peer supports and wellness services available and 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.
- 3.1.1.14. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.15. 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.
- 3.1.1.16. Invite guests to participate in peer support activities.
- 3.1.1.17. 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.
- 3.1.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- 3.2. The Contractor shall provide transportation services to members, participants and quests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.

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- 3.2.1.1.5. Council Meetings.
- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 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(s) 8, 9, and 10, 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 is 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 8, and warmline services for consumers statewide.
- 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.

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- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - 4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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

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- 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
- 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
- 6.1.3.1.3. 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.
- 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 to the Department, 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.

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- 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

#### 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:

7.3.7.1. Citizenship or authorization to work.

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- 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 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.
  - 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).
  - 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.

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- 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.
  - 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.

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- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
      - 8.1.2.5.2. 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.
      - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
      - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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).

Connections Peer Support Center

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- 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.
  - 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:
  - 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 make the minutes available to the Department, as requested.
  - 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 shall 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

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- 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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. Reporting

11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.

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- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.
    - 11.2.3.1. 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.
- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.
- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11.5.5. The total number of unduplicated participants served on a daily basis.
  - 11.5.6. The total number of current members, defined as only those members who have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:

11.5.10.1. On-site; and/or

11.5.10.2. In the community.

11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:

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- 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
- 11.6.2. A plan for how the Contractor shall increase the unduplicated numbers served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
- 11.6.3. Monthly in-house schedules/calendars and newsletters.
- 11.6.4. Quarterly revenue and expenses by cost, category and locations.
- 11.6.5. Quarterly Capital Expenditure Report.
- 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

#### 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.
  - 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
    - 12.1.2.1. IPS.
    - 12.1.2.2. WRAP.
    - 12.1.2.3. WHAM.
    - 12.1.2.4. Setting boundaries.
    - 12.1.2.5. Positive thinking.
    - 12.1.2.6. Wellness
    - 12.1.2.7. Stress management.
    - 12.1.2.8. Addressing trauma.
    - 12.1.2.9. Reduction of negative or intrusive thoughts.
    - 12.1.2.10. Management of emotional states including, but not limited to:
      - 12.1.2.10.1. Anger.
      - 12.1.2.10.2. Depression.
      - 12.1.2.10.3. Anxiety.
      - 12.1.2.10.4. Mania
  - 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
    - 12.1.3.1. Smoking cessation.
    - 12.1.3.2. Weight loss.
    - 12.1.3.3. Nutrition/Cooking.

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- 12.1.3.4. Physical exercise.
- 12.1.3.5. Mindfulness activities including, but not limited to:
  - 12.1.3.5.1. Yoga.
  - 12.1.3.5.2. Meditation.
  - 12.1.3.5.3. Journaling.
- 12.1.4. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 12.1.4.1. Arts and crafts.
  - 12.1.4.2. Music expression.
  - 12.1.4.3. Creative writing.
  - 12.1.4.4. Cooking.
  - 12.1.4.5. Sewing.
  - 12.1.4.6. Gardening.
  - 12.1.4.7. Movies.
- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:
  - 12.3.1. Providing 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 including, but not limited to:
    - 12.3.1.1. Local psychiatric hospitals.
    - 12.3.1.2. Local mental health clinics.
    - 12.3.1.3. Local community events.

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- 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
  - 12.3.2.1. Rights protection.
  - 12.3.2.2. Peer Advocacy.
  - 12.3.2.3. Recovery.
  - 12.3.2.4. Employment.
  - 12.3.2.5. Wellness Management.
  - 12.3.2.6. Community Resources.

#### 13. Quality Improvement

- 13.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.
- 13.2. The Contractor shall participate in quality assurance reviews as follows:
  - 13.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.2.2.1. Data.
    - 13.2.2.2. Financial records.
    - 13.2.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.5. Scheduled phone access to Contractor principals and staff.
- 13.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 13.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 13.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 13.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.3.4. Review of personnel files for completeness.
  - 13.3.5. Review of complaint process.

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13.4. The Contractor shall 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.

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### **Method and Conditions Precedent to Payment**

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93,778).
- 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 based upon cost reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-4 Amendment #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 set forth in Section 5.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5 as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- 7. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 7.2. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each Department-approved invoice for Contractor services provided pursuant to this Agreement.
  - 7.3. The invoice must be submitted to:

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

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#### Exhibit B - Amendment #2

- 8. The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 10. 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.
- 11. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 12. 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.
- 13. Funding may not be used to replace funding for a program already funded from another source.
- 14. 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.
- 15. 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.
- 16. 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.

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#### SFY 2020 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Connections Peer Support Center (CPSC)

Budget Request for: Peer Support Services - Region VIII

Budget Period: SFY20 (7/1/19 through 6/30/20)

600	PERSONNEL COSTS	
	Salary & Wages	170,924
	Employee Benefit	5,803
603	Payroll taxes	13,076
	Subtotal	189,803
	PROFESSIONAL FEES	
	Accounting	800
	Audit Fees	9,300
	Legal Fees	
627	Other Professional Fees and Consultants	2,400
630	STAFF DEVELOPMENT AND TRAINING	12,500
		No. 10 miles
	Publications and Journals	2 000
	In-Service Training Conferences and Conventions	3,000
	Other Staff Development	
034	Subtotal	3,000
640	OCCUPANCY COSTS	
	Rent	# a 1
	Mortgage Payments	<u> </u>
	Heating Costs	2.400
	Other Utilities	2,400
	Maintenance and Repairs	1,000
	Taxes	1,000
	Other Occupancy Costs	
317	Subtotal	6,100
650	CONSUMABLE SUPPLIES	
	Office	1,100
	Building/Household	1,300
653	Rehabilitation/Training	1,300
	Food	2,000
	Other Consumable Supplies	1,200
	Subtotal	6,900
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,000
680	EQUIPMENT MAINTENANCE	500
	ADVERTISING	500
	PRINTING	450
720	TELEPHONE/COMMUNICATIONS	4,420
730	POSTAGE/SHIPPING	399
	Subtotal	12,170
740	<u> </u>	
	Board Members	
	Staff	1,600
743		4,905
	Subtotal	6,505
	Assistance to Individuals	mark and a second
751	4	
752	Clothing	1
	Subtotal	0
	INSURANCE	
	Malpractice & Bonding	3,400
	Vehicles	2,150
	Comprehensive Property & Liability	
	OTHER EXPENDITURES	550
801	INTEREST EXPENSE	
	Subtotal	6,100
ı T	OTAL PROGRAM EXPENSES	\$243,078

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#### Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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#### Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### Exhibit K



#### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

V5. Last update 10/09/18

Exhibit K **DHHS Information** Security Requirements Page 4 of 9

#### Exhibit K



#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K **DHHS** Information Security Requirements Page 5 of 9

Contractor Initials

Date 5/23/15

#### Exhibit K



#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

V5. Last update 10/09/18

Exhibit K **DHH\$** Information Security Requirements Page 6 of 9

Contractor Initials

Date 5/2-3/19

# New Hampshire Department of Health and Human Services

#### Exhibit K



# **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

V5. Last update 10/09/18

Exhibit K **DHHS Information** Security Requirements Page **7** of **9** 

Contractor Initials

Date 5/23 | 9

# New Hampshire Department of Health and Human Services

#### Exhibit K



# **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 8 of 9

Contractor Initials All Date 5/23/19

# New Hampshire Department of Health and Human Services

#### Exhibit K



# **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. **PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

V5. Last update 10/09/18

Exhibit K **DHHS Information** Security Requirements Page 9 of 9

Contractor Initials

Date 5/23/15

# State of New Hampshire Department of State

# **CERTIFICATE**

1, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONNECTIONS PEER SUPPORT CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 08, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business 1D: 175447

Certificate Number: 0004482161



#### IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 1st day of April A.D. 2019.

William M. Gardner Secretary of State

# **CERTIFICATE OF VOTE**

I, Carol Hollis	, do hereby certify that:
(Name of the elected Officer of the Agency: cannot	ot be contract signatory)
1. I am a duly elected Officer of <u>Connections Peer Supr</u> (Agency	oort Center Name)
2. The following is a true copy of the resolution duly adopt	ted at a meeting of the Board of Directors of
the Agency duly held on <u>May 22, 2019</u> (Date)	
RESOLVED: That the _ Executive Director	: Signatory)
(Title of Contract	: Signatory)
is hereby authorized on behalf of this Agency to enter into execute any and all documents, agreements and other into or modifications thereto, as he/she may deem necessary,	struments, and any amendments, revisions,
3. The foregoing resolutions have not been amended or r	evoked, and remain in full force and effect as of
the 31st day of May , 2019.  (Date Contract Signed)	
4. <u>Gregory Burdwood</u> is the duly elected <u>Execu</u> (Name of Contract Signatory)	(Title of Contract Signatory)
of the Agency.	Carol 9 Hollis
	(Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE	
County of Rockingham	
The foregoing instrument was acknowledged before me	this <u>31<sup>st</sup></u> day of <u>May</u> , 20 <u>19,</u>
(Name of Elected Officer of the Agency)  (Name of Elected Officer of the Agency)	(Notary Public/Justice of the Peace)
The foregoing instrument was acknowledged before me to the foregoing instrument was acknowledged before was acknowledged by the foregoing acknowledged before was acknowledged by the foregoing acknowledged	(Notary Public/Justice of the Feace)

# **CERTIFICATE OF VOTE**

I, Carol Hollis	, do hereby certify that:
I, Carol Hollis (Name of the elected Officer of the Agency: cannot	be contract signatory)
Compositions Book Suppos	rt Conter
1. I am a duly elected Officer of <u>Connections Peer Suppo</u> (Agency No.	ame)
, ,	
2. The following is a true copy of the resolution duly adopted	at a meeting of the Board of Directors of
the America duly hold on 05/22/2019	
the Agency duly held on	
·	
RESOLVED: That the <u>Executive Director</u>	ignatory)
(Title or Contract o	ignatory)
is hereby authorized on behalf of this Agency to enter into the	ne said contract with the State and to
execute any and all documents, agreements and other instr	uments, and any amenuments, revisions,
or modifications thereto, as he/she may deem necessary, d	esirable or appropriate.
3. The forgoing resolutions have not been amended or revo	ked, and remain in full force and effect as of
23rd CM	
the <u>22<sup>rd</sup></u> day of <u>May</u> , 20 <u>19</u> .	
(Date Amendment Signed)	
4. <u>Gregory Burdwood</u> is the duly elected (Name of Contract Signatory)	Executive Director
(Name of Contract Signatory)	(Title of Contract Signatory)
of the Agency.	P. nandon.
	Carol no Hollis
	(Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE	
_	
County of Rocking ham	J
The forgoing instrument was acknowledged before me this	22 nd day of May , 20 /9,
The longoing institution was acknowledged belove the time	
Ca 1 At 1/11/2	
By <u>(a-o) N Hollis</u> (Name of Elected Officer of the Agency)	
(Name of Elected Officer of the Agency)	
_	
	(Notary Public/Justice of the Peace)
MOTARY SEALT	CARLOWING
, ,	(Notary Public/Justice of the Peace)  CARLONING  CARLONING  COMMISSION  COMMISSION  APRIL 5, 2022
Commission Expires: 4/5/22	COMMISSION OF THE PROPERTY OF
Commission Expires:	APRIL 5, 200" 0:
	MARY ARY
	TANAMAN TANAMA

# ACORT

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MINADO/YYYY)

05-31-2019

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

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

this cal micate does not committee the	CONTACT Cundi Hawitt				
PRODUCER	NAME: Office recent				
The Demers Agency	PHONE FAX: 603-964-9565 FAX: No. FAX: NO. FAX: 603-964-1651				
200 Lafayette Road, Suite 5	E-MAIL ADDRESS: hewittc1@nationwide.com				
North Hampton, NH 03862	HARLINER/S) AFFORDING COVERAGE NAIC (				
	Marines A. Nationwide Mutual Fire Insurance Company				
and OFF	Mationwide Mutual Fire Insurance Company				
Connections Peer Support Center Inc.	MSURER C: Mount Vernon Fire Insurance Company				
544 Islington Street	INSURERO: Hartford Insurance Company				
Portsmouth, NH 03801	MSURER E: Merchants Bonding Company	_			
LOURINGING MAIL AGOST	MSURER F:				
	I modern C.				

REVISION NUMBER: COVERAGES CERTIFICATE 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. NSD WYD POLICY EFF POLICY EXP LIMITE TYPE OF INSURANCE POLICY NUMBER s 2,000,000 12/18/2018 12/18/2019 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ex occurrence) ACP GLO 5403657605 COMMERCIAL GENERAL LIABILITY 100,000 CLAIMS-MADE X OCCUR 5.000 MED EXP (Any one person) \$ 2,000,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE GENTL AGGREGATE LIMIT APPLIES PER: \$ 2,000,000 PRODUCTS - COMPIOP AGG X POLICY SECT LOC OTHER COMPINED SINGLE LIMIT \$ 1,000,000 12/18/2018 12/18/2019 ACP BAF 5403657605 ALITOMOBILE LIABILITY BODILY INJURY (Per person) ANY AUTO BODE Y INJURY (Per accident) SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY В PROPERTY DAMAGE (Per accident) s AUTOS ONLY \$ **EACHOCCURRENCE** UMBRELLA LIAR OCCUR AGGREGATE CLAZAS MADE DED ] RETENTIONS 06/12/2019 06/12/2020 X STATUTE WORKERS COMPENSATION 6S60UB-2E26231-1-19 \$ 100,000 AND EMPLOYERS LIABILITY E.L. EACH ACCIDENT ANYPROPRIETOR/PARTNER/EXECUSIVE OFFICER/MEMBER EXCLUDED? (Mandalory in NH) E.L. DISEASE - EA EMPLOYEE \$ 100,000 Y EL DISEASE - POLICY LIMIT \$ 500,000 ves, describe under ESCRIPTION OF OPERATIONS below Bldg \$351,300 12/18/2018 12/18/2019 ACP CPP 5403657605 Property Coverage Conts \$35,900 544 Islington St. NDO2006703O-Claims Made 1/17/2018 11/17/2019 Non Profit Directors & Officers DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 1911, Additional Remarks Schedule, may be attached if more space is required) E Merchants Bonding Company: Employee Dishonesty Bond # NHF 3234

Bond Limit = \$25,000 Term: 10/06/18-10/06/19

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



# MISSION STATEMENT

The mission of CPSC is to promote the health, and wellness and recovery of our members and participants who have had, currently have, or are at risk of having mental health issues. We do this by providing a safe environment for self-reflection using Intentional Peer Support and a daily variety of groups and educational opportunities to support movement toward self-determination and empowerment and hope-based recovery.

# Vision

All members will participate and feel comfortable in their community, have the tools to fulfill their basic needs and personal goals and recovery, connect to resources they need, will feel supported by their peers, understand the role of recovery in their lives, contribute to their communities at large, be able to navigate through the system, feel hopeful and empowered, and feel welcome, safe, and comfortable.

# **Guiding Principles**

Our programs are grounded in the principles of:

- Intentional Peer Support;
- · Personal responsibility and accountability;
- · Holistic perspective on health and well-being;
- Respecting others' thoughts and beliefs as not only valid, but important opportunities for growth;
- · Growth beyond the stigma, shame and limits placed on us;
- Creating and maintaining a strong, active voice and presence dedicated to social change;
- Knowledge that this strong, active presence will increase understanding and compsassion and decrease ignorance and denial outside of our community;
- The knowledge that very few individuals, if any, in our society are untouched by mental health issues within themselves, their families, friends, their communities, and society at large. This is an issue that impacts us all and it needs greater understanding and attention.

Approved by CPSC BoD: 01/04/2016

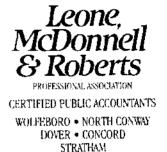
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017
AND
INDEPENDENT AUDITORS' REPORT

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

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Bureau of Mental Health Services (BMHS) Refundable Advance Schedule	13

To the Board of Directors of Connections Peer Support Center Portsmouth, New Hampshire



# INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Connections Peer Support Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

# Management's Responsibility for the Financial Statements

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

# **Auditors' Responsibility**

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization'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 Connections Peer Support Center as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

# Report on Supplemental Information

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

Leone, Mc Donnell Roberts Proposional association

October 19, 2018

Dover, New Hampshire

# STATEMENTS OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

Α	SS	ET	S
---	----	----	---

ASSET	<del></del>	2017
	<u>2018</u>	<u> 2017</u>
CURRENT ASSETS	\$ 24,416	\$ 26,511
Cash	•	
Prepaid expenses	2,404	9,960
Total current assets	26,820	36,471
PROPERTY AND EQUIPMENT, NET	123,487	126,290
OTHER ASSETS		
Restricted cash	<u>111,205</u>	116,565
Total assets	<u>\$ 261,512</u>	\$ 279,326
LIABILITIES AND	NET ASSETS	
CURRENT LIABILITIES		
Current portion of long term debt	\$ -	\$ 2,239
Accounts payable	284	2,836
Accrued expenses	11,130	8,794
Accrued payroll and related taxes	9,908	12,409
Refundable advances	<u>111,205</u>	<u>116,565</u>
Total current liabilities	132,527	142,843
Total danom hashing	<del> </del>	<del></del>
LONG TERM DEBT, NET OF CURRENT PORTI	ON	7,096
Total liabilities	132,527	149,939
NET ASSETS		
Unrestricted	128,985	129,387
Total liabilities and net assets	\$ 2 <u>61,512</u>	\$ 279,326
Tutai liabilities and not assets	<del>+</del>	<del></del>

See Notes to Financial Statements

# STATEMENTS OF ACTIVITIES FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
PUBLIC SUPPORT Grants and contracts Donations eCPR Grant	\$ 250,182 656	\$ 225,313 1,587 1,523
Total public support	250,838	228,423
REVENUES Interest	51	49
Total public support and revenues	250,889	228,472
EXPENSES Program services General and administrative	228,859 22,432	203,134 25,765
Total expenses	<u>251,291</u>	228,899
DECREASE IN NET ASSETS	(402)	(427)
NET ASSETS, BEGINNING OF YEAR	129,387	129,814
NET ASSETS, END OF YEAR	\$ 128,985	\$ 129,387

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

		<u>2018</u>	í	<u> 2017</u>
CASH FLOWS FROM OPERATING ACTIVITIES  Decrease in net assets  Adjustments to reconcile change in net assets	\$	(402)	\$	(427)
to net cash provided by operating activities:  Depreciation		10,281		10,620
Increase (decrease) in assets: Accounts receivable Prepaid expenses		- 7,556		5,289 (429)
Decrease (increase) in liabilities: Accounts payable Accrued expenses Accrued payroll and related taxes		(2,552) 2,336 (2,501)		(824) (1,885) 2,710
Refundable advances  NET CASH PROVIDED BY OPERATING ACTIVITIES		(5,360) 9,358		19,030 34,084
CASH FLOWS FROM INVESTING ACTIVITIES  Purchase of property and equipment		(7,478)	_	-
NET CASH USED IN INVESTING ACTIVITIES	_	(7,478)	_	<u>-</u>
CASH FLOWS FROM FINANCING ACTIVITIES  Principal payments of long term debt	_	(9,335)	. –	(10,361)
NET CASH USED IN FINANCING ACTIVITIES	_	(9,335)	_	(10,361)
NET (DECREASE) INCREASE IN CASH		(7,455)		23,723
CASH, BEGINNING OF YEAR	-	143,076	_	119,353
CASH, END OF YEAR	<u>\$</u>	135,621	<u>\$</u>	143,076
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORM	IATIC	N		
Cash paid for interest during the year	2	260	<u>\$</u>	849

# STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2018

		Program <u>Services</u>	Genera <u>Admini</u>			<u>Total</u>
Salaries Repairs and maintenance Benefits Staff development Office supplies and postage Depreciation Payroll taxes Professional fees Other Travel Utilities Telephone Insurance Dues and publications Interest	* *	121,095 18,894 15,987 13,208 12,822 9,047 9,212 8,682 6,575 4,638 4,559 3,567 347 226	\$	3,745 1,203 1,467 675 1,234 801 9,975 965 730 693 - 892 18 34	\$	124,840 18,894 17,190 14,675 13,497 10,281 10,013 9,975 9,647 7,305 5,331 4,559 4,459 365 260
TOTAL	<u>\$</u>	228,859	\$	22.432	<u>\$_</u>	251.291

# STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2017

		Program <u>Services</u>	General and Administrative	-	<u>Total</u>
Salaries Benefits Office supplies and postage Professional fees Payroll taxes Staff development Depreciation Travel Insurance Utilities Telephone Other Repairs and maintenance Conferences and meetings Interest Dues and publications Credit card fees	\$	119,658 14,466 13,474 9,853 9,568 9,346 5,239 4,550 4,705 4,344 2,754 2,867 1,055 739 489 27	\$ 3,701 1,089 709 14,088 857 1,063 1,274 582 1,137 703 - 306 - 117 110 26 3	-	123,359 15,555 14,183 14,088 10,710 10,631 10,620 5,821 5,687 5,408 4,344 3,060 2,867 1,172 849 515 30
TOTAL	<u>\$</u> .	203.134	<u>\$</u> _25.765	<u>\$</u>	228.899

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

# NOTE 1. ORGANIZATION

Connections Peer Support Center (the Center) is a nonprofit organization that was established on June 8, 1992 and whose operations are located in Portsmouth, New Hampshire. The Center's purpose is to implement a consumer agenda for improving the quality of life of adult consumers of mental health services in Rockingham County. A majority of the Center's support is provided by a grant from the State of New Hampshire Bureau of Mental Health Services, (BMHS).

# NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Center prepares its financial statements using the accrual method of accounting, in accordance with accounting principles generally accepted in the United States of America, whereby revenue is recognized when earned and expenses are recognized in the period incurred.

**Basis of Presentation** 

The financial statement presentation follows Accounting Standards Codification Topic 958-205, *Presentation of Financial Statements*. Under ASC Topic 958-205, 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. As of June 30, 2018 and 2017, the Center has no temporarily or permanently restricted net assets.

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 reporting period. Actual results could differ from those estimates.

Cash Equivalents

The Center considers all highly liquid instruments with an original maturity date of three months or less to be cash equivalents. The Center has no cash equivalents as of June 30, 2018 and 2017.

Restricted Cash

Restricted cash represents the refundable advances as June 30, 2018 and 2017, and total \$111,205 and \$116,565, respectively. The Center must receive prior approval from the State of New Hampshire in order to utilize these funds.

Property and Equipment

Purchases of property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Costs for repairs and maintenance are charged against operations. Renewals and betterments, which materially extend the life of the assets, are capitalized.

Property and equipment at June 30, 2018 and 2017, consisted of the following:

	<u>2018</u>		<u>2017</u>
Building Building improvements Furniture and equipment Vehicles Land	\$ 119,482 26,464 15,786 39,868 37,555 239,155	\$ 	119,482 39,640 13,050 39,868 37,555 249,595
Less accumulated depreciation	(115,668)	_	(123,30 <u>5</u> )
Property and equipment, net	<u>\$ 123,487</u>	<u>\$</u> _	126,290

Depreciation is provided over the estimated useful lives of the individual assets using the straight-line method. The estimated useful lives are as follows:

	<u>Years</u>
Building and improvements	7 - 40
Vehicles	5
Furniture and equipment	3 - 10

Depreciation expense for the years ended June 30, 2018 and 2017 was \$10,281 and \$10,620, respectively.

Contributions

Contributed support is reported as unrestricted or as restricted depending on the existence of donor or time stipulations that limit the use of the support.

The Center records donor restricted contributions whose restrictions are met in the same reporting period as unrestricted support.

Compensated Absences

The Center has accrued a liability for future compensated leave time which its employees have earned and which is vested with the employee. The amounts at June 30, 2018 and 2017, were \$4,580 and \$7,255, respectively, and are included in accrued payroll and related taxes on the balance sheet.

**Functional Allocation of Expenses** 

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

# NOTE 3. INCOME TAXES

Connections Peer Support Center is currently exempt from income taxes 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.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Center has analyzed its tax position taken on its information returns for all open tax years (2014 - 2017), and has concluded that no provision for income taxes is necessary in the Center's financial statements.

# NOTE 4. LONG TERM DEBT

The Center had a mortgage note with Northeast Credit Union. The mortgage had an interest rate of 5.99% and was payable in monthly installments of \$430 for principal and interest with a balloon payment due on November 2, 2021. The term of the mortgage was 10 years with installment payments being calculated over a 20-year amortization schedule. The mortgage was secured by the property at 544 Islington Street, Portsmouth, New Hampshire. As of June 30, 2018, the mortgage note had been paid in full.

# NOTE 5. LEASE COMMITMENT

The Center entered into an operating lease for a copier during the fiscal year ended June 30, 2014 which was due to expire in February, 2019. The lease required monthly payments of \$277. During the year ended June 30, 2018, the Center had entered into a new operating lease agreement for the use of a copier. The lease agreement requires monthly payments of \$250 and is due to expire in November 2023. As part of the

new lease agreement, the Center received funds to buy out the old copier lease

Minimum lease payments under the terms of the current lease are as follows as of June 30:

2019	\$ 5,165
2020	3,000
2021	3,000
2022	3,000
2023	 1,250

Total <u>\$ 15,415</u>

The Copier lease expense of \$3,866 and \$3,324 is included in office supplies and postage expense for each of the years ended June 30, 2018 and 2017, respectively.

# NOTE 6. CONCENTRATION OF RISK

The Center receives the majority of its support from a grant issued by the State of New Hampshire, Department of Health and Human Services, Bureau of Mental Health Services. Continuation of the Center's programs is contingent upon future funding from this agency.

# NOTE 7. REFUNDABLE ADVANCES

Refundable advances were \$111,205 and \$116,565 as of June 30, 2018 and 2017, respectively. The amounts represent revenue received in advance from the Bureau of Mental Health Services (BMHS) for services to be performed by the Center.

The Center must request pre-approval from BMHS before spending these funds. If approval is not obtained, the funds must be returned to BMHS. During the fiscal years ended June 30, 2018 and 2017, the Center had received approval for and spent \$21,221 and \$14,602, of prior year fund carryovers, respectively.

# NOTE 8. RELATED PARTY TRANSACTIONS

During the year ended June 30, 2017, the executive director personally obtained a grant from the University of New Hampshire which was then donated to the Center. The grant totaled \$1,523. There were no related party transactions for the year ended June 30, 2018.

# NOTE 9. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 19, 2018, the date the financial statements were available for issuance.

# BUREAU OF MENTAL HEALTH SERVICES (BMHS) REFUNDABLE ADVANCE SCHEDULE FOR THE YEAR ENDED JUNE 30, 2018

# Reconciliation of BMH Refundable Advance

Total FY 2018 BMHS funds received Recognition of funds released by BMHS	\$ 244,823 21,221
Total funds received	266,044
Less: BMHS expenses Principal debt payments	(251,291) (9,335)
Total approved expenses	(260,626)
Add: Depreciation expense Non-approved BMHS expenses	10,281 162
Total nonapproved expenses	10,443
BMHS surplus	15,861
Recognition of funds released by BMHS	(21,221)
Change in refundable advance at June 30, 2018	(5,360)
Refundable advance balance at June 30, 2017	116,565
Refundable advance balance at June 30, 2018	<u>\$ 111,205</u>

# Connections Peer Support Center BOARD OF DIRECTORS

5/23/19

PRESIDENT
Carol Hollis

Joined on: 11-2014

Term#: 2

Term Length: 2 yrs. Expiration: 11-2019 Office: President: Term: 2

TREASURER Leslie McCarthy

Joined on: 06-2016

Term #: 2

Term length: 2 yrs. Expiration: 06-2020

SECRETARY Judi Coleman

Joined on: 09-27-2017

Term #: 1

Term Length: 2 yrs. Expiration: 09-2019

Colby Breen Pantelakos

Joined on: 07-2016

Term#: 2

Term Length: 2 yrs. Expiration: 07-2020

Donna Camuso

Joined on: 01-2018

Term #: I

Term Length: 2 yrs. Expiration: 01-2020

Dr. Steven Hankins

Joined on: 11-2015

Term #: 2

Term Length: 2 yrs. Expiration: 11-2019

Kali Moulton

Joined on: 05-2018

Term#: 1

Term Length: 2 years Expiration: 05-2020

Paula Rockwell

Joined on: 10-24-2018

Term #: 1

Term Length: 2 yrs. Expiration: 10-2020

Lauren Rosenzweig

Joined on: 05-2019

Term #: 1 -

Term Length: 2 yrs. Expiration: 05-2021

**Executive Director:** 

Greg Burdwood

Hired: 03/29/2018

Human Services Professional with proven success in project management, program development, consultation, operations management, supervision, training, grant administration, and direct services.

M.A., Counseling, University of New Hampshire, Durham, NH BA, Human Development & Social Relations, Earlham College, Richmond, IN

# PROFESSIONAL EXPERIENCE

# Connections Peer Support Center, Portsmouth, NH

2018 - present

Executive Director: Responsible for overseeing the administration, programs and strategic plan of the organization. Other key duties include:

- Fundraising, marketing, and community outreach.
- Ensuring that the operation of Connections meets the expectations of its members, board and funders.
- Overseeing the planning, implementation and evaluation of the Connections programs and services.
- · Hiring, supervision, and performance management of the Connections staff.
- Providing leadership to staff through effective objective setting, delegation, and communication.

# Extended Family, Portsmouth, NH

2017 - 2018

Personal Care Provider: Assist older adults living at home, providing personal care, ambulation/transfer, housekeeping, meal prep, companionship, finding community, accessing healthcare, and health advocacy.

# Cooperative Alliance for Seacoast Transportation (COAST) Dover, NH

2015 - 2017

Demand-Response Manager: Managed paratransit program to enhance riders' access to the community.

- Assured compliance with ADA and Medicaid regulations.
- · Hiring, firing, and supervision of operators and support staff.
- · Coordination of the North Country volunteer driver program.
- Coordination with call center and dispatch for smooth operation and QI.
- Development of rider survey.

# NH Department of Health and Human Services, Concord, NH

2014 - 2015

Community Integration Project Manager: Project management of the US Dept. of Justice Olmstead Agreement, to expand and increase access to community-based mental health services statewide.

# University of New Hampshire, Concord NH,

2010 - 2014

UNH Institute for Health Policy and Practice, *Behavioral Health Transition Coordinator*, 2011 - 2014 Federal grant to transition older adults with severe mental illness and complex health issues from NH Hospital and other facilities back to their home communities.

- Provided post-transition follow-up support to individuals, facilitating connection to social supports and appropriate health/human service agencies.
- Assessed program satisfaction/effectiveness and developed reports for DHHS leadership.

# EXPERIENCE, continued

UNH Institute on Disability, Project Manager, 2010 - 2011

One-year grant, for the "Payment & System Reform Project," to shift community mental health centers' Medicaid reimbursements to a managed care model.

- Coordinated regular team meetings.
- Monitored actions and time lines.
- Developed web site and communication plan.
- Convened stakeholder groups for input.
- Lead writer of waiver application to the Centers for Medicare and Medicaid services.

# NH House of Representatives, Concord, NH

2012 - 2014

NH Representative for House District 17, Dover Wards 5 & 6 and Somersworth's Ward 2

# HUB Family Resource Center, Dover, NH

2004 - 2010

Executive Director: Senior leadership of a human services agency dedicated to supporting parents in raising healthy children in caring homes.

- Hiring and oversight of staff of 20
- Operations management
- HR functions
- Budget development
- Fundraising and grant administration
- Collaborated with community organizations
- Community presentations
- Wrote articles on child development & family life for local media and agency newsletter.

# Resource Management Consultants, Concord, NH

2002 - 2004

Employee Assistance Program Contract Manager: Administered EAP Contracts of 17 businesses.

- Trained key employees to deliver program
- · Provided consultation to management
- Counseled individuals and families
- Facilitated critical incident stress debriefings
- Provided lunch-and-learn presentations on wellness and work/life balance

2001 - 2002

# Community Partners, Dover, NH

Development and Community Relations Manager:

- Managed marketing, promotion and PR
- Wrote/managed foundation, state, and federal grants.

 Worked with consumers, staff, and board to create a new mission statement and vision.

# Strafford Guidance Center, Dover, NH

1993 - 2001

Director of Development, 1997 - 2001

- Implemented the center's marketing, public relations and fundraising strategies.
- Wrote grants resulting in \$1.2M of funding.

Manager, Adult Outpatient and EAP Services, 1993 - 1997

- Managed general operations
- Provided clinical/administrative supervision
- Managed the center's EAP programs
- · Provided individual and couples counseling

#### Phillips Exeter Academy, Exeter, NH

1991-1993

Student Assistance Program Coordinator

# Seacoast Mental Health Center, Dover, NH

Emergency Services Clinician, 1986-1993

Community Support Program Clinician, 1985-1986

1985-1991

# Tina M. Dulac

# Ability Summary

Bookkeeping/accounting skills, payroll processing, and general Human Resource responsibilities.

Office experience including administrative responsibilities, customer service, and vendor communications.

MS Word and Excel, QuickBooks, ADP Run, Zenefits, as well as many industry-specific applications and programs.

Key strengths include: attention to detail, problem solving, prioritizing, customer/vendor relations and an integrity-based work ethic.

# Experience

# Connections Peer Support Center, Portsmouth, NH - Nov. 2016 to present

## **Administrative Services Director**

- Prepares, reviews, and finalizes monthly and annual financial reporting materials
- Oversees cash flow for administration and existing programs.
- · Coordinates all audit activities.
- Partners with the executive director on the organization's financial, budgeting, and administrative processes, including HR, payroll, and benefits functions, with an eye to continuously developing and improving systems.
- Oversees maintenance and repairs of facilities and grounds and maintenance and repairs and registration/inspection of CPSC van.
- Submits necessary paperwork to BMHS for payment of trainings; provides administrative support to the executive director and the board of directors.
- Be available to run groups, assist with activities, drive the van, provide one-to-one peer support, including ability to teach peer support model by example and instruction.
- Remains up-to-date in trainings in IPS, Warm Line, and WHAM.

# The Channel Company, Dover, NH - Apr. 2014 to Dec. 2015

#### Office Manager

- Performed all tasks related to processing the bi-weekly payroll for 15 employees and coordinated with employment agencies regarding temporary employee's hiring paperwork and payroll.
- Responsible for many bookkeeping/accounting duties, including processing accounts
  payable, reconciling bank and credit card accounts, and preparing monthly/yearly company
  financial reports.
- Executed all duties related to Human Resources, such as onboarding paperwork, company orientation, company policy formation, and communication with the state's unemployment office.

# Sprague Energy, Portsmouth, NH - Oct. 2001 to May 2004

#### **Marketing Data Coordinator**

 Ensured accuracy of all customer data in multiple operating systems, and extracted data to generate information used in strategic decision making.

#### **Customer Pricing Coordinator**

- Communicated the company's daily price for oil and gas products to over 400 potential customers.
- Coordinated pricing in multiple platforms for accurate customer billing.
- Liaison between customers, sales, accounting, and billing for resolution of pricing disputes.

#### **Accounts Payable Associate**

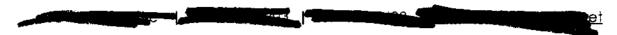
Processed accounts payable and maintained accurate account balances for over 400 customers.

## Education

# Bachelor of Arts Degree, Political Science - University of South Florida, Tampa, FL - 1996 University of Central Florida, Orlando, FL (1999 - 2001)

 Completed 30 hours of undergraduate and 9 hours of graduate course work in accounting and business.

# NINA JENSSEN



# Connections Peer Support Center Portsmouth NH

# **Program Coordinator**

October 9 2015

Plan and implement programming to enhance mental health and well being of members.

Supervise peer support staff and van driver

Facilitate WRAP and IPS groups

Monitor warm line and daily outreach calls

# Seacoast Family Promise, Stratham NH

#### Volunteer Coordinator

Recruitment and training of volunteers for homeless shelter Sept 2004- – June 2014 Coordination of meal preparation for up to 15 individuals Liaison between guests, volunteers and program director

# END 68 HOURS of HUNGER Eliot ME

## MSAD 35 Coordinator

June 2012-- Jan 2014

Responsible for startup of backpack program for MSAD 35

Volunteer Recruitment

Coordinator for Weekly Team Leaders

# **Families First Portsmouth**

May 2010=August 2010

#### Parent Recharge Facilitator

Facilitated biweekly nutrition group for parents

## Cooking Matters

Jan 2011- May 2011

# Classrooom Assistant

Support instructors in teaching nutrition classes

# Friends of the William Fogg Library

Sept 2003-Setp 2009

## Volunteer Coordinator

Supervise annual OktoberFest

#### **EDUCATION**

University of New England - Biddeford ME - BS Environmental Studies

Dec 1991

**UNH** Durham NH Dietetics Coursework:

Jan 2010-May 2015

Nutrtion, Health & Well Being, Nutrtional Education and Counseling, Life Cycle Nutrition, Nutritional Assessment, US Healthcare Systems



# DOUGLASS ROBERTSON

Peer Support Program Coordinator

#### **PROFILE**

Working with people and communities is my passion. I have a long and varied work history, which may look like commitment issues to some, but I tend to think of it as the result of a highly curious mind. I believe that flexibility is synonymous with strength and that my work experience reflects that. Being able to draw from a variety of skillsets and see the relationship between seemingly disparate things has been a major boon in my adult life and will continue to be as I discover the strange and fantastic paths of my rambling future

#### CONTACT

PHONE:



EMAIL:

douglass@connectionspeersupport.org

#### **HOBBIES**

Visual artist: Painting, Printmaking, design, Pottery
Yoga, Qi Gong, Physical Fitness
Political and cultural studies
Literature
Poetry Readings
Spelunking
White water rafting
Falconry

## **EDUCATION**

#### **Portsmouth Highschool**

Class of 2006

High honors Freshman/Sophomore year. Advanced and Independent studies in art. Specifically Printmaking, Painting and Sculpture.

#### **WORK EXPERIENCE**

# Connections Peer Support Center Program Coordinator

October 2017- Current

Facilitate and Create Groups in coordination with Membership. Involving Intentional peer support Topics, WRAP Courses. Harm Reduction, Addiction, Grief, Anxiety and Depression management, Cooking, Writing, and Art groups, Meditation and yoga, as well as Community outreach in the form of promotion Fundraising and Networking

#### Maine Meat Butcher's Apprentice

May 2017-January 2018

General Production/Prep, Fabrication of Sausage, Deli meats, Ground beef varieties, and butchers Cuts. Management of dry age program, bacon curing and deli meat brining. Retail assistance as needed.

# The Press Room Sous Chef to Kitchen Manager

June 2016-April 2017

Work all positions and mange all elements of the Press Room Kitchen in coordination with The Bar Manager and Owner. Including special events, Staffing (hiring/firing/Scheduling)

# Yelloyuth Band Frontman

2012-current

Singer/songwriter Lead and Rhythm guitarist for Local Gigging band, Worked booking Promoting and Networking at 100+ events acroos several states.



To obtain meaningful employment utilizing my skills, experience and education.

# **EXPERIENCE**

#### 2019 - TO PRESENT

## **CONNECTIONS PEER SUPPORT**

Peer Support Staff

Assist others in creating a supportive environment for community members.

#### 2016 - TO PRESENT

## SAFE HARBOR RECOVERY CENTER

Volunteer Recovery Coach and Group Facilitator.

Presently working on Certification for Recovery Support Worker.

#### 2018

# **CROSS ROADS HOUSE**

Front Desk Staff.

Facilitate program activities, monitor sobriety of population, assist in maintaining safety of the site.

#### 2014-PRESENT

# **WRITER ACCESS**

Write content for online sites.

## 2010-2014

## BIRMINGHAM, AL LITERACY CENTER

Volunteer ESL teacher.

#### 2004 - 2006

## WORCESTER CITIZEN ADVOCACY

Program and Volunteering Coordinator

Administration, counseling, match-making between resources in the community and members.

#### 1999 - 2001

#### COMMUNITY HEALTHLINK

Program Administrator/Coordinator

Oversaw support services for outreach program for mental health and substance use population.

1996-1999

# THE BRIDGE OF CENTRAL MASSACHUSETTS, INC.

Recruiter and Youth Outreach Worker

1994-1996

# DE PAUL YOUTH CENTER, PORTLAND, OR.

Certified Alcohol and Drug Counselor I Facilitated schedule for youth treatment center.

#### 1989-1994

# YOUTH OPPORTUNITIES UPHELD, INC.

Volunteer Counselor for Suicide Hotline, Youth Mentor Suicide Hotline Counselor and Trainer Maintained and created relationships with youth in the community.

# **EDUCATION**

1990-1994

# BA HUMANITIES AND MODERN LANGUAGES, SUFFOLK UNIVERSITY

Archer Fellow Scholarship Recipient Honors in Major

2010-2012

MA IN PUBLIC ADMINISTRATION, ASHFORD UNIVERSITY

2018-PRESENT

MA IN PSYCHOLOGY, ASHFORD UNIVERSITY

# **SKILLS**

- Skilled in treatment modalities.
- Member advocacy.
- · Marketing and Social Media.

- · Fundraising.
- · Assisted in grant writing.
- Diversity training.

# **ACTIVITIES**

I am presently working towards a certification in substance use disorders and am a writer and an artist. I have a small business of my own and have had it running since 1997. I design and sell art and jewelry and participate in Market Square Day and many other venues. I have had success on Facebook as well with the business.

# PSA - CPSC, Region VIII

# Key Personnel FY20

				D 110
Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
Gregory Burdwood	Executive Director	\$43,160	100%	\$43,160
Tina Dulac	Administrative Services			
	Director	\$28,080	100%	\$28,080
Nina Jenssen	Program Manager	\$30,030	100%	\$30,030
Douglass Robertson	Program Manager	\$30,030	100%	\$30,030
Nicole Fortune	Peer Support Staff	\$8,580	100%	\$8,580





Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

May 16, 2018

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

#### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	\$528,228	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
	Totals	\$5,520,158	\$2,760,679	\$8,280,837

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His Excellency, Christopher T. Sununu and His Honorable Council Page 2 of 3

Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

#### Please see attached financial detail.

## **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business: These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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

occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served: Statewide.

Source of funds: 44.55% 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) SM010035-18

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

	ENTAL HEALTH BLOCK G	100% Federal Fu	inds		
	·· <del>·</del>	Activity Code: 922	U/143		
The Afternative Life Center		<del></del>			
Vendor # 068801		I			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290,15
2,018	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290,15
2.019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal	···		\$580,308	. \$0	\$580,30
<del></del>			·		·
The Stepping Stone Drop-In	Center Association				
Vendor # 157967	<u> </u>				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,79
2,018	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,79
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	• • • • • •
Subtotal			\$419,580	\$0	\$419,58
Lakes Region Consumer Adv	visory Board	<b></b>		_,	
Vendor # 157060				1	<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$188,18
2,018	Contracts for Prog Svs	102-500731	\$188,183	<b>\$</b> 0]	\$188,18
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$376 <u>,3</u> 66	\$0	\$376,36
		· · · · · · · · · · · · · · · · · · ·			
Monadnock Area Peer Suppo	ort Agency	1		<del></del>	
Vendor # 157973		<del> </del>			B 1 5
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,44
2,018	Contracts for Prog Sys	102-500731	\$146,449	- \$0	\$146,44
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	<u> \$</u>
Subtotal			\$292,898	\$0	\$292,89
H.E.A.R.T.S. Peer Support Co	enter of Greater Nashua Re	gion VI			
Vendor # 209287		+		Amount le	Davidson S. de de
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,86
2,018	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,86
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$423,720	\$0	\$423,72

On the Road to Recovery, Inc	C.				
Vendor # 158839					_
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,018	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,019	Contracts for Prog Svs	102-500731	50	\$0	\$(
Subtotal			\$491,124	\$0	\$491,124
Connections Peer Support C	enter			· ·	<u></u>
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2,018	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	3.0
Subtotal			\$271,502	\$0	\$271,502
Tri-City Consumers' Action C	Co-operative				· · · · · · · · · · · · · · · · · · ·
Vendor # 157797		<u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$102,362	50	\$102,362
2,018	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
Subtotal			\$204,724	\$0	\$204,724
SUB TOTAL	·		\$3,060,222	\$0	\$3,060,222
<u> </u>					
05-95-92-920010-7011 HEAL			MAN SYCS DEPT OF, SUPPORT SERVICES		EALTH DIV OF, DIV
		100% General F	unds		
		Activity Code: 922	207011		
The Alternative Life Center					
Vendcr# 068801		_			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,018	Centracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$466,244	\$0	\$466,244
The Stepping Stone Drop-In	Center Association		<u></u>		
The Stepping Stone Drop-In Vendor # 157967	Center Association	-			
	Center Association  Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
Vendor # 157967		Class Account 102-500731	Current Budget \$168,555		Amount
Vendor # 157967 State Fiscal Year	Class Title			(Decrease)	Amount \$168,555
Vendor # 157967 State Fiscal Year 2,017	Class Title Contracts for Prog Svs	102-500731	\$168,555	(Decrease) \$0	_

		1			
Lakes Region Consumer Adv	visory Board				
Vendor # 157060				**************************************	Bester d Bester A
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	_\$151,196	\$0	\$151,19
2,018	Contracts for Prog Sys	102-500731	\$151,196	\$0	\$151,19
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$302,392	\$0	\$302,39
Monadnock Area Peer Supp	ort Agency		'	ı	
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$ 117,665	<b>s</b> -	\$ 117,665
2,018	Contracts for Prog Svs	102-500731	\$ 117,665	\$ -	\$ 117,665
2,019	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 235,330	\$ -	\$ 235,330
					•
H.E.A.R.T.S. Peer Support C	enter of Greater Nashua Re	aion Vi			
Vendor # 209287		1	•		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2.047	Cantanala fan Dana Sura	100 500721	\$470.049		\$170.21
2,017	Contracts for Prog Svs	102-500731	\$170,218	\$0	
2,018	Contracts for Prog Sys	102-500731	\$170,218	\$0	\$170,211
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$1
Subtotal		_	\$340,438	\$0	\$340,430
		T			
On the Road to Recovery, In	с			i.	
Vendor # 158839				· · · · · · · · · · · · · · · · · · ·	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,299
2,018	Contracts for Prog Svs	102-500731	\$197,29 <del>6</del>	\$0	\$197,290
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	Si
Subtotal			\$394,592	\$0	\$394,593
Connections Pear Support C	Penter	<u> </u>			
Vendor # 157070			•		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,07
2,018	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,07
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	Si
Subtotal		1	\$218,142	\$0	\$218,14
	,		-		•
Tri-City Consumers' Action ( Vendor # 157797	Co-operative				
	Class Tal-	Class Assessed	Current Dudent	Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$82,245	\$0	\$82,24
2,018	Contracts for Prog Svs	102-500731	\$82,245	\$0	\$82,24
2,019	Contracts for Prog Svs	102-500731	\$0		S
Subtotal			\$164,490	\$0	\$164,49
SUB TOTAL			\$2,458,736	\$0	\$2,458,73
05-95-92-922010-4118 F	HEALTH AND SOCIAL SERV BUREAU OF MENTAL	HEALTH SERVICE 100% General F	S, PEER SUPPORT SI Funds		AL HEALTH DIV,
TL- 111		Activity Code: 92	204116	1	
The Alternative Life Center	•	+			
Vendor#068801		+ .		<b>A</b>	Davids - 4 Pr. 4 1
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,017	Contracts for Lind GAS	102-30013	Ψ.υ		
2,018	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0	\$0	\$233,12

Subtotal	Τ	T	\$0	\$233,122	\$233,122
	<del>-,  </del>	1		*****, ILL	42001122
The Stepping Stone Drop-I	n Center Association				
Vendor # 157967					
				Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	20	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$168,555	\$168,555
Subtotal			\$0	\$168,555	\$168,555
Lakes Region Consumer A	dvisory Board	<u> </u>			
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0:
2,019	Contracts for Prog Svs	102-500731	\$0	\$151,196	\$151,196
Subtotal			\$0	\$151,196	\$151,196
Monadnock Area Peer Sup	port Agency				
Vendor# 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2,018	Contracts for Prog Svs	102-500731	\$ -		\$ -
2,019	Contracts for Prog Svs	102-500731	\$ -	\$ 117,665	
Subtotal			\$ -	\$ 117,665	
	Center of Greater Nashua Re	gion VI			
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$170,218	\$170,218
Subtotal	1		\$0	\$170,218	\$170,218
On the Road to Recovery, I	Inc.				
Vendor# 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	50
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$197,296	\$197,296
Subtotal			\$0	\$197,296	\$197,296
<b>Connections Peer Support</b>	Center				
Vendor # 157070			<u> </u>		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$109,071	\$109,071
Subtotal	1		\$0	\$109,071	\$109,071
		-		<del></del>	
Tri-City Consumers' Action	Co-operative				•
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$82,245	\$82,245
Subtotal			\$0	\$82,245	\$82,245
<del></del>			•••		
SUB TOTAL	-		\$0	\$1,229,368	\$1,229,368
				المرور والمساوية	,,
I	<del></del>				

BUREAU OF MENTAL HEAL	TH SERVICES, MENTAL HEA			HHS: BEHAVIORAL H	EHETT POAT
		100% Federal Fi	ındş		
		Activity Code: 922	04120		
The Alternative Life Center					
Vendor # 068801					Davissad Budast
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	SO	\$0	<u>\$0</u>
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$290,154	\$290,154
Subtotal			\$0	\$290,154	\$290,154
The Stepping Stone Drop-In	Center Association	1	I		
Vendor # 157967	4011101 7.000011011	+ 1			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$209,790	\$209,790
Subtotal			\$D	\$209,790	\$209,790
				- 1	
Lakes Region Consumer Ac	tvisory Board	<b></b>			<del> </del>
Vendor # 157060		1		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$D	\$0	\$0
2,019	Contracts for Prog Sys	102-500731	\$0	\$188,183	\$188,183
Subtotal	<u> </u>		\$0	\$188,183	\$188,183
Monadnock Area Peer Supp	ort Agones	<del>                                     </del>			
Vendor # 157973	1 Agency			··· · · · · · · · · · · · · · · · · ·	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	so	\$0
2,018	Contracts for Prog Svs	102-500731	. \$0	50	\$0
2,019	Contracts for Prog Sys	102-500731	\$0	\$146,449	\$146,449
Subtotal			\$0	\$146,449	\$146,449
	•			•	
	enter of Greater Nashua Re	gion VI			
Vendor # 209287					-6 v (6 v )
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$211,860	\$211,860 \$244,860
. Subtotal			<u>, \$0</u>	\$211,860	\$211,860
On the Board to Becovery Is	no.	<del>                                     </del>	· · · · · ·		·····
On the Road to Recovery, In Vendor # 158839		+			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,019	Contracts for Prog Sys	102-500731	- 50	\$245,562	\$245,562
Subtotal			\$0	\$245,582	\$245,562
		,			
Connections Peer Support Vendor # 157070	Center				<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
	•	100 500704	#A	*	
2,017	Contracts for Prog Svs	102-500731	50	\$0	\$(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
				\$0 \$135,751	\$135,751 \$135,751

or # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$102,362	\$102,362
Subtotal			\$0	\$102,362	\$102,362

,	80	% Other Funds/20% G	eneral Funds		
		Activity Code: 910	00000		
The Alternative Life Center				<u> </u>	
Vendor # 068801		_			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,018	Consultants	046-500464	\$1,200	\$0	\$1,20
2,019	Consultants	046-500464	\$0	\$1,200	\$1,20
Subtotal		· ·	\$1,200	\$1,200	\$2,40

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1"), dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Connections Peer Support Center (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 544 Islington Street Portsmouth, NH 03801.

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 and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph #18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) years upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS the parties have agreed to increase the price limitation and to extend the completion date; and

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

- Form P-37, General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$734,486.
- Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: (603) 271-9330.
- Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- Delete Exhibit B, Paragraph 9, and replace with:
  - 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: \$2,901.
    - 9.3. Capital Expenditure: \$3,161
    - 9.4. Crisis Respite: \$0.



- 9.4. Crisis Respite: \$0.
- 9.5. Retirement: \$1,100
- 7. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 8. Add Exhibit K, DHHS Information Security Requirements.



This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

> State of New Hampshire Department of Health and Human Services

5/18/18 Date

Connections Peer Support Center

Acknowledgement of Contractor's signature:

State of NH, County of  $RocK \cdot nghem$  on 5/9/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactority 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

Travis Carloni Branch Manages Name and Title of Notary or Justice of the Peace

My Commission Expires:

Travis Carloni

Notary Public, State of New Hampshire My Commission Expires April 5, 2022



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

substance, and execution.	OFFICE OF THE ATTOR	NEY GENERAL
U/11/19	Name: Juga Alaple (Title: Aglis and	
I hereby certify that the foregoing Amen Council of the State of New Hampshire	ndment was approved by the G at the Meeting on:	overnor and Executive(date of meeting)
	OFFICE OF THE SECRE	TARY OF STATE

Date

Name:

Title:



### 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

#### 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 I served by the Contractor.

RFP-2017-BBH-02-PEERS-01 Connections Peer Support Center Exhibit A Amendment #1

Page 1 of 17

Contractor Initials:

Date: 5 / 41 18



## Exhibit A Amendment #1

- Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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.

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#### 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 , including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse:
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized

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with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.

- 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:
  - 3.1.1.8.1. Rights Protection,
  - 3.1.1.8.2. Peer Advocacy,
  - 3.1.1.8.3. Recovery,
  - 3,1.1.8.4. Employment,
  - 3.1.1.8.5. Wellness Management, and
  - 3.1.1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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:
  - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1 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).

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- 3.1.1.11.2. Referrals to community mental health centers employment programs.
- 3.1.1.13. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and 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 and 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 quests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.

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- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 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(s) 8, 9, and 10, 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 is 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 8, and warmline services for consumers statewide.
- 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.

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- 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:
  - A building in compliance with local health, building and fire safety codes. 4.3.1.
  - A building that is maintained in good repair and be free of hazard. 4.3.2.
  - A building that includes: 4.3.3.
    - At least one indoor bathroom which includes a sink and toilet. 4.3.3.1.
    - At least one telephone for incoming and outgoing calls. 4.3.3.2.
    - A functioning septic or other sewage disposal system. 4.3.3.3.
    - A source of potable water for drinking and food preparation as 4.3.3.4. follows:
      - If drinking water is supplied by a non-public water 4.3.3.4.1. system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - If the water is not approved for drinking, an 4.3.3.4.2. atternative method for providing safe drinking water shall be implemented.

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

- 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.
- The Contractor will request consumers complete a membership application to join and 5.2. support the activities and mission of the Peer Support Agency.
- The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and that 5.3. 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:
  - is appointed by the board of directors. 6.1.1.
  - Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application 6.1.2. process.
  - Has at a minimum the following qualification: 6.1.3.

One year of supervisory or management experience, and 6.1.3.1.

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- 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
- .6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
- 6.1.3.1.3. 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.
- 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 to the Department, 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

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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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

#### 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
    - 7.3.7.1. Citizenship or authorization to work.

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- 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 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.
  - 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).
  - 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.

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- 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.
- 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 7.7. with ongoing training in protection of member and participant rights.
- The Contractor agrees to maintain documentation in files of the staffs completed 7.8. trainings and certifications.
- 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 7.9. Contractor for staff at least on an annual basis such as but not limited to:
  - Peer Support. 7.9.1.
  - Warmline. 7.9.2.
  - Facilitating Peer Support Groups. 7.9.3.
  - Sexual Harassment. 7.9.4.
  - Member Rights. 7.9.5.
- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.

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- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
      - 8.1.2.5.2. 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.
      - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
      - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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).

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- 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.
  - 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:
  - 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 shall 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.

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#### 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1,1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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

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- 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 data for each State Fiscal Year, including, but not limited to:
  - 11.1.1. The number of members.
  - 11.1.2. The total number of participants.
  - 11.1.3. Program utilization totals and percentages.
  - 11.1.4. Number of telephone contacts.
  - 11.1.5. Description of outreach activities.
  - 11.1.6. Number and description of educational events.
  - 11.1.7. 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 11.1.

#### 12. Performance Measures

12.1. 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.

#### 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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:
  - 13.5.1. 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.
  - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.

RFP-2017-BBH-02-PEERS-01 Connections Peer Support Center Exhibit A Amendment #1

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Date: 5/9/

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- 13.5.3. 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.
  - 13.5.3.1. 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.
  - 13.5.3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

#### 14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.1.2.1. Data.
    - 14.1.2.2. Financial records.
    - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.2.4. Review of personnel files for completeness.
  - 14.2.5. Review of complaint process.

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### Exhibit A Amendment #1

14.3. The Contractor shall 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.

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#### SFY 2019 Budget

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

Bidder Name: Connections Peer Support Center

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

Line item (Budget	<u> </u>	
Reference Number	Line Item Budget Description	Total Amount
	PERSONNEL COSTS	
	Salary & Wages	152,682
602	Employee Benefit	25,360
	Payroll taxes	11,580
	Subiotal	189,722
620	PROFESSIONAL FEES	
	Accounting	B00
	Audit Fees	9,000
	Legal Fees	0
	Other Professional Fees and Consultants	2,400
	Subtolal	12,200
630	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	
	In-Service Training	1,000
	Conferences and Conventions	0
	Other Staff Development	- 0
-	Subtotal	1,000
640	OCCUPANCY COSTS	- The second liver 1975
	Rent	0
	Mortgage Payments	0
	Heating Costs	2,500
	Other Utilities	2,900
	Maintenance and Repairs	2,700
646	Taxes	0
647	Other Occupancy Costs	1 0
	Subtotal	8,100
650	CONSUMABLE SUPPLIES	
	Office	1,000
652	Building/Household	1,400
653	Rehabilitation/Training	1,000
655	Food	1,800
657	Other Consumable Supplies	1,000
	Subtotal	6,200
	Other Expenses	
660	CAPITAL EXPENDITURES	3,161
685	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,240
	EQUIPMENT MAINTENANCE	700
	ADVERTISING	1,000
	PRINTING	600
	TELEPHONE/COMMUNICATIONS	4,439
730	POSTAGE/SHIPPING	499
	Subtotal	16,540
	TRANSPORTATION	STREET TO
	Board Members	300
	Staff	1,500
743	Members and Participants	4,460
	Subtotal	6,260
	Assistance to Individuals	
	Client Services	0
752	Clothing	0
	Subtotal	0
	INSURANCE	
761	Maipractice & Bonding	3,100
	Vehicles	1,200
	Comprehensive Property & Liability	
	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	0
	Subtotal	4,800
TC	TAL PROGRAM EXPENSES	\$244,822





#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

 The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines. for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Data 5/4/18

#### Exhibit K



#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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Date 5 4118

#### Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases. such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### **LOSS REPORTING**

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- Identify Incidents:
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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# New Hampshire Department of Health and Human Services

### Exhibit K



# **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

# VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues: DHHSInformationSecurityOffice@dhhs.nh.gov
- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security Issues: DHHSInformationSecurityOffice@dhhs.nh.gov
- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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Jeffrey A. Meyers Commissioner

> Katja S. Fox Director



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

129 PLEASANT STREET, CONCORD, NH 83301 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

1/29/16

1/29/16

# 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.





Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 2 of 3

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.



Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 3 of 3

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: 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) SM010035-18

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:

Veffrey A. Meyers Commissioner





F. DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK G			<del></del>
	ederal Funds ode: 92207143	<del></del>	9
he Alternative Life Center	1 92207 143	<del></del>	
endor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 290,154.0
2018	Contracts for Prog Sys	102-500731	\$ 290,154,0
Subtotal			\$ 580,308.0
he Stepping Stone Drop-In Center Association		<del></del>	
endor # 157967	<del>-</del>		
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 209,790.0
2018	Contracts for Prog Sys	102-500731	\$ 209,790.0
Subtotal	1	,	\$ 419,580.0
akes Region Consumer Advisory Board			
endor # 1570 <u>6</u> 0			· · · · · · · · · · · · · · · · · · ·
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.0
2018	Contracts for Prog Svs	102-500731	\$ 188,183.0
Subtotal			\$ 376,366.0
onadnock Area Peer Support Agency	<del></del>	· · · · · · · · · · · · · · · · · · ·	
andor # 157973			····
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 146,449.0
2018	Contracts for Prog Sys	102-500731	\$ 146,449.00
Subtotal	<u> </u>		\$ 292,898.00
E.A.R.T.S. Peer Support Center of Greater Nashua Region Vi	<del></del>	<del></del>	
andor # 209287			<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 211,860.00
2018	Contracts for Prog Sys	102-500731	\$ 211,860.00
Subtotal	<u> </u>		

188	

On the Road to Recovery, Inc.		<u> </u>		
/endor # 158839				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	245,562.0
2018	Contracts for Prog Svs	102-500731	\$	245,562.0
Subtotal			5	491,124.0
Section B. Commission of the C	<del></del>	<del></del>	<del></del>	<del></del>
Connections Peer Support Center /endor # 157070		<u> </u>	<u> </u>	
Vendor # 157070	<del></del>	<del></del>	-	<del></del>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	135,751.0
2018	Contracts for Prog Svs	102-500731	\$	135,751.0
Subtotal			\$	271,502.0
fri-City Consumers' Action Co-operative	<del></del>			
/endor # 157797	<del></del>	<del> -</del>	<del> </del>	
	<del></del>	<del> </del>		<del></del>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	102,362.0
2018	Contracts for Prog Svs	102-500731	\$	102,362.0
Subtotal	·	<del></del>	5	204,724.0
SUB TOTAL			\$	3,060,222,00
05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEAL DF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICE:	TH AND HUMAN SVCS DE S General Funds	EPT OF, HHS: BE	HAV	'IORAL HEALTH DIV
	ode: 92207011			<del></del>
The Alternative Life Center	000. 32201011	<u> </u>	<u> </u>	
/endor # 068801	<del></del>	<del> </del>	-	
State Fiscal Year	Class Title,	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	233,122.0
2018	Contracts for Prog Svs	102-500731	- 5	233,122.0
	<del></del>	· ·	s	466,244.0
Subtotal	<del></del>	<u> </u>	<u> </u>	

Class Title

Contracts for Prog Sys

Contracts for Prog Sys

Class Account

102-500731

102-500731

\$

\$

Current Budget

168,555.00

168,555.00

337,110.00

State Fiscal Year

2017

2018

Subtotal



# Financial Detail



Lakes Region Consumer Advisory Board	<del></del>	<u> </u>		_ <del>-</del>
Vendor # 157060	<u> </u>			
State Fiscal Year	Class Title	Class Account	_	Current Budget
2017	Contracts for Prog Sys	102-500731	\$	151,196.0
2018	Contracts for Prog Sys	102-500731	\$	151,196.0
Subtotal			\$	302,392.0
Monadnock Area Peer Support Agency Vendor # 157973	<u> </u>	<del>  -</del>		<del></del>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	117,665.0
2018	Contracts for Prog Sys	102-500731	S	117,665.0
Subtotal	<del> </del>	-	\$	235,330.0
		<del></del>		
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Vendor # 209287				
		<del> </del>		<del></del>
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	S	170,218.00
. Subtotal			\$	340,436.00
On the Road to Recovery, Inc.	<del></del>	<del>,</del>		
Vendor # 158839				<del></del>
State Fiscal Year	Cłass Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	S	197,296.00
2018	Contracts for Prog Svs	102-500731	S	197,296.00
Subtotal			\$	394,592.00
Connections Peer Support Center	· _ ·			
Vendor # 157070	<del></del>			
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	109,071:00
2018	Contracts for Prog Sys	102-500731	\$	109,071.00
Subtotal			\$	218,142.00
Tri-City Consumers' Action Co-operative				
Vendor # 157797	<del> </del>	<del></del>		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	82,245.00
2018	Confracts for Prog Svs	102-500731	\$	82,245.00
Subtotal	<u> </u>	<del></del>		484 450 55
SUB TOTAL			\$	164,490.00 2,458,736,00
	<del></del>		<del>*</del>	<u> </u>
TOTAL			\$	5,518,958.00



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

RFP Name	FP-2017-BBH-02- RFP Number		Reviewer Names
Pidd and	Maximum	Actual	1. Peter Reid
Bidder Name	Points	Points	2. Ann Driscoll
Connection Peer Support Center	575	301	3. Stacey Dubia
HEART Peer Support Center	57 <b>5</b>	271	4. Tom Grinley
Lakes Region Consumer Advisory Board	575	365	5. <sub>Jamie Kelly</sub>
Monadnock Area Peer Support Agency	575	428	6. Elizabeth Fenner-Lukaitis
On the Road to Recovery	575	481	7.
Stepping Stone Drop In Center	<b>5</b> 75	481	8.
The Alternative Life Center	575	453	9.
Tri-City Consumers' Action Cooperative	575	454	

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-01)

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

# **AGREEMENT**

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

# GENERAL PROVISIONS

1. IDENTIFICATION.		<b>\-</b>		
1.1 State Agency Name Department of Health and Huma	an Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857		
1.3 Contractor Name Connections Peer Support Cente	er	1.4 Contractor Address 544 Islington Street Portsmouth, NH 03801		
1.5 Contractor Phone Number 603-427-6966	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 \$489,644.	
1.9 Contracting Officer for Stat Eric B. Borrin, Director	e Agency	1.10 State Agency Telephone N 603-271-9558	lumber	
1.11 Contractor Signature  Carol 9		1.12 Name and Title of Contra	ctor Signatory Vice President	
On 5(31/1), before proven to be the person whose na indicated in block 1.12.	and is signed in block 1.11, and a	Ny appeared the person identified it is cknowledged that she executed this	n block 1.12, or satisfactorily s document in the capacity	
1.13.1 Signature of Notary Public or Justice of the Peace  LAURA K. GRISWOLD, Notary Public My Commission Expires April 8, 2018  1.13.2 Name and Title of Notary or Justice of the Peace				
1.13.2 Name and Title of Notary  Auto Curto  1.14 State Agency Signature				
1.14 State Agency Signature  1.15 Name and Title of State Agency Signatory  Date: 6/6/16 Kt. 5 Fex. Director  1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)				
By: Director, On:				
na Mi. N	General (Form, Substance and Exc		12/16	
1.18 Approval by the Governor;  By:	and Executive Council & applica	On: On:		

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

## 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

### 4. CONDITIONAL NATURE OF AGREEMENT.

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

### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor. including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

### 7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

# 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and 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
- 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.

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

Contractor Initials CH
Date 931 10

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 chause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

### 15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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



# **Scope of Services**

# 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.
- Business Days are defined as Monday through Friday, excluding Saturday and Sunday.

Contractor Initials: ()



- 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. 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.
- 2.15. 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.
- 2.16. 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.
- 2.17. Week is defined as Monday through Sunday.

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# 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:
      - 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,
  - 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, Warmline Services

- 3.3.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.3.1.1. Are primarily provided to any individual who lives or works in Region(s) 8, 9, and 10, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - 3.3.1.2. Are provided during the hours the peer support agency is closed.
  - 3.3.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.3.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.3.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.3.1.6. Are provided by staff that are trained in providing crisis services.
  - 3.3.1.7. 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 8, and other Regions specific to services identified in Section 3.3.
- 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,

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- 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 Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
    - 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
      - Each year of experience in the peer support field may be substituted for one year of academic experience; or
      - Each year of experience in the peer support field may be substituted for one year of academic experience.

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- 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.
- 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

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- 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,
  - 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:

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- 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;
- 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:

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- 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;
  - 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.

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# 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:
      - Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - Have the powers usually vested in the board of directors of a nonfor-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 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
      - Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
      - 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.

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- 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
  - 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:
  - 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
  - B.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.

### Participation in Statewide/Regional Meetings 9.

- 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. Contractor Initials:

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- 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:
  - 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.

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- 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.
- 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.

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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
    - 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.

Contractor Initials: CH

Date: 5/31/16



# Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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.
- 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.



### Exhibit B

- 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: \$2,901.
  - 9.3. Capital Expenditure: \$0.
  - 9.4. Crisis Respite: \$0.
  - 9.5. Retirement: \$2,424.
- 10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 (except for 9.2 Capital Reserve Fund) 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.
  - The invoice must be submitted to: 10.1.

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.



### Exhibit B

- 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.

# BUDGET FORM

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

Bidder Name: Connections Peer Support Center

Budget Request for: Peer Support Services

(Name of RFP)

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

Ine Hom Budget Reference Humber	Line Item Budget Description	Total Amount
COLOLANCE LITTLEMAN 1	PERSONNEL COSTS	
	Salary & Wages	133,344
602	Employee Benefit	33,061
603	Payroll taxes	10,201
	Subtotal	176,605
	PROFESSIONAL FEES	
	Accounting	6,600
	Audit Fees	7,500
	Legal Fees	0
627	Other Professional Fees and Consultants	2,400
	Subtotal	18,500
630	STAFF DEVELOPMENT AND TRAINING	
624	Publications and Journals	0
633	In-Service Training	1,000
633	Conferences and Conventions	1 0
834	Other Staff Development	0
	Subtotal	1,000
<u> </u>	OCCUPANCY COSTS	<del>                                     </del>
	Rent	
	Morigage Payments	11,260
542	Heating Costs	3,500
043	Other Utilities	4,200
544	Maintenance and Repairs	2,500
		<del> </del>
	Taxes Cools	<del>                                     </del>
647	Other Occupancy Costs	21,460
	Subjetal	213400
	CONSUMABLE SUPPLIES	500
651	Office	700
652	Building/Household	15%
	Rehabilitation/Training	1,500
	Food	1,000
657	Other Consumable Supplies	3,850
	Subtotal	3,030
	Other Expenses	<del>                                     </del>
660	CAPITAL EXPENDITURES	2,90
665	DEPRECIATION	
670	EQUIPMENT RENTAL	3,600
680	EQUIPMENT MAINTENANCE	1,570
	ADVERTISING	25
710	PRINTING	1,20
720	TELEPHONE/COMMUNICATIONS	2,80
730	POSTAGE/SHIPPING	50
<del></del>	Subtotal	12,82
740	TRANSPORTATION	
	Board Members	70
742	Staff	2,50
	Members and Participants	4,00
	Subtolal	7,20
750	Assistance to individuals	
	Client Services	
	Clothing	
	Subfotal	
760	INSURANCE	
762	Vehicles	1,00
763	Comprehensive Property & Liability .	3,60
Ann	OTHER EXPENDITURES	78
801	INTEREST EXPENSE	
	Subtotal	5,38
	AL PROGRAM EXPENSES	244,82

Contractor Initials CH
Date: 5/3//16

# BUDGET FORM

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

Bidder Name: Connections Peer Support Center

Budget Request for: Peer Support Services

(Name of RFP)

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

ine Item Budget Reference Number	Ine Item Budget Description	Total Amount
A0101	ERSONNEL COSTS	
	Salary & Wages	133,344
- 007 V	mployee Benefit	33,061
602	Payroli taxes	10,201
	Subtotal	176,605
		<del></del>
	ROFESSIONAL FEES	6,600
	Accounting	7,500
625	Audit Fees	0
626_	egal Fees	2.400
	Other Professional Fees and Consultants	
	Subtotal	16,500
630	STAFF DEVELOPMENT AND TRAINING	<del> </del>
631	Publications and Journals	1000
632	n-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
RAN	OCCUPANCY COSTS	
641		0
	Mortgage Payments	11,260
- 042	Heating Costs	3,500
	Other Utilities	4,200
		2,500
	Maintenance and Repairs	- <del></del> -
646	Taxes	+ o
	Other Occupancy Costs	21,460
	Subtotal	
	CONSUMABLE SUPPLIES	500
651	Office	
652	Building/Household	700
653	Rehabilitation/Training	150
655	Food	1,500
657	Other Consumable Supplies	1.000
	Subtotal	3,850
	Other Expenses	
660	CAPITAL EXPENDITURES	l
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,600
690	EQUIPMENT MAINTENANCE	1,576
- 200	ADVERTISING	250
700	PRINTING	1,200
710	TELEPHONE/COMMUNICATIONS	2,800
/20	DOOTAGE/CUIDONIC	500
730	POSTAGE/SHIPPING	12,827
	Subtotal	
	TRANSPORTATION	700
	Board Members	2,500
742	Staff	4,000
743	Members and Participants	
	Subtotal	7,200
	Assistance to Individuals	<del></del>
	Client Services	0
752	Clothing	<u> </u>
	Subtotal	0
760	INSURANCE	
762	Vehicles	1,000
763	Comprehensive Property & Liability	3,600
800	OTHER EXPENDITURES	780
801	INTEREST EXPENSE	C
- 801	Subtotal	5,380
1	AL PROGRAM EXPENSES	244,822

Contractor Initials CFT Date: 5/3//4

# New Hampshire Department of Health and Human Services Exhibit C



### SPECIAL PROVISIONS

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

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility
  of individuals such eligibility determination shall be made in accordance with applicable federal and
  state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. 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;
  - Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials CH Date 5/31/16

# New Hampshire Department of Health and Human Services Exhibit C



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

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

 Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the

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.

Contractor Initials 4+
Date 5/31/16

# New Hampshire Department of Health and Human Services Exhibit C



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

11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following

times if requested by the Department.

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

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

and other information required by the Department.

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

Contractor Initials UH

Date 5/31/14

Exhibit C - Special Provisions

# New Hampshire Department of Health and Human Services Exhibit C



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.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.
- Pitot Program for Enhancement of Contractor Employee Whistleblower Protections: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating

the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

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

Contractor Initials CH
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# New Hampshire Department of Health and Human Services Exhibit C



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

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

### DEFINITIONS

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

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

Contractor Initials CH

Date 5/31/6



### REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 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.
- 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.

Contractor Initials CH

Date 5/31/16



# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

### ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials Ct Date 531/16

### New Hampshire Department of Health and Human Services Exhibit D



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

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

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

1.6.2. Requiring such employee to participate satisfactority 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;

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

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

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

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

Contractor Name: Connections
Peer support Conter

Carol Hollo

Name:
Title: VicPprasident

Contractor Initials Ct



### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

contractor Name: Connections Peer Support Center

Title:

Exhibit E - Certification Regarding Lobbying

CU/DHHS/110713

Page 1 of 1

### New Hampshire Department of Health and Human Services Exhibit F



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

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

### INSTRUCTIONS FOR CERTIFICATION

- 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

### New Hampshire Department of Health and Human Services Exhibit F



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

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

### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its

11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b)

of this certification; and

11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

### LOWER TIER COVERED TRANSACTIONS

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

13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: Connections Peer Support center

# New Hampshire Department of Health and Human Services



### 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 Actrequires 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.

Contractor Initials \_

Contractor initials

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

Page 1 of 2

Date 5/31/16

6/27/14 Rev 10/21/14

# New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name: Connections Peer Support Center

5/31/16

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Title

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### New Hampshire Department of Health and Human Services Exhibit H



### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

 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: Connections Peer Support Center

Name:

Title:

Contractor Initials

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

CU/DHHS/110713



### **HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT**

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

### (1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164,501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164,501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164,501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act. TitleXIII. Subtitle D. Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Health insurance Portability Act **Business Associate Agreement** Page 1 of 6

Contractor Initials CH

Date 5/3//16

- "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.

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

- Business Associate shall not use, disclose, maintain or transmit Protected Health a. Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- Business Associate may use or disclose PHI: b.
  - For the proper management and administration of the Business Associate; 1
  - As required by law, pursuant to the terms set forth in paragraph d. below, or 11.
  - For data aggregation purposes for the health care operations of Covered III. Entity.
- To the extent Business Associate is permitted under the Agreement to disclose PHI to a C. third party. Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- The Business Associate shall not, unless such disclosure is reasonably necessary to d. provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014

Exhibit l Health Insurance Portability Act **Business Associate Agreement** Page 2 of 6

Contractor Initials CH

Date 5/3///6



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

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

### (3) Obligations and Activities of Business Associate.

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

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

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

Contractor Initials C++

Date 5/3//16



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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164,528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initials



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

### (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 promotly 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

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

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### Exhibit 1

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

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

De paramut a House & Homon Senson	Connections Peer Support Center
The State	Name of the Contractor
2508 FX	Carol Hollis
Signature of Authorized Representative	Signature of Authorized Representative
Kat is Fox	Carol Hollis
Name of Authorized Representative	Name of Authorized Representative
Director	
Title of Authorized Representative	Title of Authorized Representative
alulio	
Date	Date

Exhibit | Health Insurance Portability Act Business Associate Agreement Page 6 of 6 Contractor Initials CH

Date 5/3//16



# 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
- B. 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.

Carol Hollis

5/31/16

Name:

Title

# 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.

ы	alow listed questions are true and accurate.	
1.	The DUNS number for your entity is: 962070934	
2.	, the state of the	
	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.	3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?	
	NOYES	
If the answer to #3 above is YES, stop here		
	If the answer to #3 above is NO, please answer the following:	
J.	The names and compensation of the five most highly compensated officers in your business or organization are as follows:	
	Name: Amount:	
	Name: Amount;	

Exhibit J -- Certification Regarding the Federal Funding
Accountability And Transparency Act (FFATA) Compliance
Page 2 of 2

Contractor Initials

Date 5 3 1 k

# New Hampshire Department of Health and Human Services Peer Support Services

# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services Contract

This 2<sup>nd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 5 Pine Street Extension, Suite 1G Nashua, NH, 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) as amended on June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,533,325.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A Amendment #1, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
- Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment – Amendment #2.
- Add Exhibit B-4 Amendment #2, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.



# New Hampshire Department of Health and Human Services Peer Support Services

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

5/28/19 Date

Name: Katja S. Fox Title: Director

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

5/23 19 Date

Name: Claire Peadle Title: BOD'S TREASURER

Acknowledgement of Contractor's signature:

State of <u>New Hampshire</u>, County of <u>Hillsborough</u> on <u>23 of MAY</u>, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Lianem Cardwall-Rel

Name and Title of Notary or Justice of the Peace

My Commission Expires: \_

Diane M Cardwell-Beland Notary Public, State of New Hampehin My Commission Expires Nov. 16, 2021



# New Hampshire Department of Health and Human Services

Peer Support Services

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

	OFFICE OF THE ATTORNEY GENERAL
<u>5/34/2019</u> Date	Named Named Abst. Aby Countered Title: St. Abst. Aby Countered
I hereby certify that the foregoing Amend the State of New Hampshire at the Meet	dment was approved by the Governor and Executive Council of ing on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
 Date	Name: Title:



# **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 in accordance with NH Administrative Rule He-M 402, Peer Support, 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 at a significant risk of becoming a recipient of 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 are at risk of placement in the public mental health service delivery system.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.7. The Contractor shall provide in-house and community based services for Region VI as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement.

### 2. Definitions

2.1. **Board of Directors** means the governing body of a nongovernmental Peer Support Agency.

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- 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 I served by the Contractor.
- 2.4. **Business Days** are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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. Serious Mental Illness (SMI) 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.

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- 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.

### 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 including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize 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.

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- 3.1.1.5. Provide in-house and community-based services according to the Deliverables in Subsection 12.1 through 12.2.5.
- 3.1.1.6. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.7. 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.
- 3.1.1.8. Distribute the newsletters to 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.
- 3.1.1.9. 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:
  - 3.1.1.9.1. Rights Protection,
  - 3.1.1.9.2. Peer Advocacy,
  - 3.1.1.9.3. Recovery,
  - 3.1.1.9.4. Employment,
  - 3.1.1.9.5. Wellness Management, and
  - 3.1.1.9.6. Community Resources.
- 3.1.1.10. Provide at least five (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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, both electronic and a paper copy of the monthly newsletters and education events.
- 3.1.1.11. Provide individual peer assistance by assisting adults to:
  - 3.1.1.11.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.11.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.11.3. Promote self-advocacy.
- 3.1.1.12. Provide employment education by assisting members with:

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- 3.1.1.12.1. 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).
- 3.1.1.12.2. Referrals to community mental health centers employment programs.
- 3.1.1.12.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.13. Inform the members and general public about the peer supports and wellness services available and 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.
- 3.1.1.14. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.15. 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.
- 3.1.1.16. Invite guests to participate in peer support activities.
- 3.1.1.17. 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.
- 3.1.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.

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Exhibit A - Amendment #2

Contractor Initials: CP



- 3.2.1.1.5. Council Meetings.
- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

### 3.4. Crisis Respite

- 3.4.1. The Contractor shall 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. The Contractor shall:
  - 3.4.1.1. Accept applications for respite stays as submitted by self-referral or through other formal or informal support networks.
  - 3.4.1.2. Provide crisis respite a maximum of seven (7) days per episode.
  - 3.4.1.3. Provide a minimum of two (2) designated peer operated crisis respite beds.
  - 3.4.1.4. Provide to individuals from throughout New Hampshire regardless of where they live or work.
  - 3.4.1.5. Provide a form of housing such as an apartment adjacent to or attached to the peer support agency that include amenities and private living space for the individual.
  - 3.4.1.6. Have at least one (1) staff person onsite twenty-four (24) hours per day when participants are in the program.
  - 3.4.1.7. Administer a functional assessment on a form approved by the Department, at the time of entry and exit from the program.
  - 3.4.1.8. Develop a referral process and make referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization

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- 3.4.1.9. Ensure communication with other service providers occurs regarding the individual's care, with written consent.
- 3.4.1.10. Provide interventions using a model of Intentional Peer Support (IPS), that focuses on individual's strengths and assists in personal recovery and wellness.
- 3.4.1.11. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
- 3.4.1.12. Offer other peer support agency services and supports during the course of stay.
- 3.4.1.13. Assist the individual to identify and obtain benefits as appropriate including, but not limited to:
  - 3.4.1.13.1. Food stamps.
  - 3.4.1.13.2. Heating assistance.
- 3.4.1.14. Make referrals to other community-based services as appropriate.
- 3.4.1.15. Assist with locating permanent housing as needed.
- 3.4.1.16. Support the individual to return to participation in community activities, services and supports.
- 3.4.1.17. Ensure the individual's health needs are addressed during the course of their stay if they become ill or injured.

# 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 6, and crisis respite and step down services for consumers statewide.
- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:

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- 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
- 4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - 6.1.3.1.3. 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.

HEARTS Exhibit A - Amendment #2

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Date: <u>5-13-19</u>



- 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.
- 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 to the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

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Date: <u>5 ~13 -19</u>



## 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 7.3.7.3. Criminal Records Check.
    - 7.3.7.4. Previous employment.
    - 7.3.7.5. References.

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Exhibit A - Amendment #2

Contractor Initials: CP



- 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.
  - 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).
  - 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:

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Exhibit A - Amendment #2

Contractor Initials:



- 7.9.1. Peer Support.
- 7.9.2. Warmline.
- 7.9.3. Facilitating Peer Support Groups.
- 7.9.4. Sexual Harassment.
- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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.

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Contractor Initials:

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Date: <u>6-93-19</u>



- 8.1.2. Having a plan for governance that requires a Board of Directors who:
  - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
  - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
  - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
  - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
  - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
    - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
    - 8.1.2.5.2. 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.
    - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
    - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.

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Exhibit A - Amendment #2

Contractor Initials: CP

Date: 5 23-19



- 8.7.3. Internal Control Procedures.
- 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:
  - 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 make the minutes available to the Department, as requested.
  - 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 shall 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.

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#### 10. Grievance and Appeals

- 10.1. The Contractor shall submit, for Department approval, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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. Reporting

- 11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.

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Exhibit A - Amendment #2

Contractor Initials: C.P.

Date: 5-13-19



- 11.2.3.1. 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.
- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.
- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11.5.5. The total number of unduplicated participants served on a daily basis.
  - 11.5.6. The total number of current members, defined as only those members who have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:
    - 11.5.10.1. On-site; and/or
    - 11.5.10.2. In the community.
- 11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:
  - 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
  - 11.6.2. A plan for how the Contractor shall increase the unduplicated numbers served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.6.3. Monthly in-house schedules/calendars and newsletters.
  - 11.6.4. Quarterly revenue and expenses by cost, category and locations.
  - 11.6.5. Quarterly Capital Expenditure Report.
  - 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

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Exhibit A - Amendment #2

Contractor Initials:



#### 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.
  - 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
    - 12.1.2.1. IPS.
    - 12.1.2.2. WRAP.
    - 12.1.2.3. WHAM.
    - 12.1.2.4. Setting boundaries.
    - 12.1.2.5. Positive thinking.
    - 12.1.2.6. Wellness
    - 12.1.2.7. Stress management.
    - 12.1.2.8. Addressing trauma.
    - 12.1.2.9. Reduction of negative or intrusive thoughts.
    - 12.1.2.10. Management of emotional states including, but not limited to:
      - 12.1.2.10.1. Anger,
      - 12.1.2.10.2. Depression.
      - 12.1.2.10.3. Anxiety.
      - 12.1.2.10.4. Mania
  - 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
    - 12.1.3.1. Smoking cessation.
    - 12.1.3.2. Weight loss.
    - 12.1.3.3. Nutrition/Cooking,
    - 12.1.3.4. Physical exercise.
    - 12.1.3.5. Mindfulness activities including, but not limited to:
      - 12.1.3.5.1. Yoga.
      - 12.1.3.5.2. Meditation.
      - 12.1.3.5.3. Journaling.
  - 12.1.4. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
    - 12.1.4.1. Arts and crafts.
    - 12.1.4.2. Music expression.
    - 12.1.4.3. Creative writing.

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Exhibit A - Amendment #2

Contractor Initials: <u>CP</u>



- 12.1.4.4. Cooking.
- 12.1.4.5. Sewing.
- 12.1.4.6. Gardening,
- 12.1.4.7. Movies.
- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:
  - 12.3.1. Providing 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 including, but not limited to:
    - 12.3.1.1. Local psychiatric hospitals.
    - 12.3.1.2. Local mental health clinics.
    - 12.3.1.3. Local community events.
  - 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
    - 12.3.2.1. Rights protection.
    - 12.3.2.2. Peer Advocacy.
    - 12.3.2.3. Recovery.
    - 12.3.2.4. Employment.
    - 12.3.2.5. Wellness Management.
    - 12.3.2.6. Community Resources.

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Exhibit A - Amendment #2

Contractor Initials: CI

Date: 5 - 23 - 19



#### 13. Performance Measure

13.1. The Contractor must increase crisis respite utilization by 20% of their current level on an annual basis until meeting or exceeding a total utilization rate of 50% per State Fiscal Year.

# 14. Quality Improvement

- 14.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.
- 14.2. The Contractor shall participate in quality assurance reviews as follows:
  - 14.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.2.2.1. Data.
    - 14.2.2.2. Financial records.
    - 14.2.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.2.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.2.2.5. Scheduled phone access to Contractor principals and staff.
- 14.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.3.4. Review of personnel files for completeness.
  - 14.3.5. Review of complaint process.
- 14.4. The Contractor shall 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.

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Exhibit A - Amendment #2 Contractor Initials:



# Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93.778).
- 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 based upon cost reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-4 Amendment #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 set forth in Section 5.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5,as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- 7. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 7.2. 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.
  - 7.3. The invoice must be submitted to:

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

8. Of the budgeted amounts identified in Section 5, there is up to \$149,480 for crisis respite.

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Exhibit B - Amendment #2

Contractor Initials CP

# New Hampshire Department of Health and Human Services Peer Support Services



#### Exhibit B - Amendment #2

- The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each state fiscal year thereafter.
- 10. The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 11. 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.
- 12. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 13. 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.
- 14. Funding may not be used to replace funding for a program already funded from another source.
- 15. 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.
- 16. 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.
- 17. 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.

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Date <u>C</u>

Contractor Initials

#### SFY 2020 Budget

New Hampshire Department of Health and Human Services

Contractor Name: HEARTS PSA

Budget Request for: Peer Support Services - Region VI

Budget Period	: SFY20 (7/1/19 through 6/30/20)	
2011 1 TO 1 TO 1 TO 1 SAME		
AND THE PERSON NAMED IN COLUMN		
600	PERSONNEL COSTS	
	Salary & Wages	226,638
	Employee Benefit	33,354
603	Payroll taxes	16,569
	Subtotal	276,561
	PROFESSIONAL FEES	
	Accounting	4,000
	Audit Fees	5,000
	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	9,000
	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	
	In-Service Training	3,000
	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	3,000
	OCCUPANCY COSTS	A WESTANDS OF
	Rent Revenue	60,000
642	Mortgage Payments	
	Heating Costs	
645	Other Utilities  Maintenance and Repairs	
	Taxes	
	Other Occupancy Costs	
	Subtotal	60.000
650	CONSUMABLE SUPPLIES	60,000
	Office	
	Building/Household	3,000
	Rehabilitation/Training	3,500
	Food	2,500
	Other Consumable Supplies	£,000
	Subtotal	9,000
	Other Expenses	1 1 2 2 2 2
660	CAPITAL EXPENDITURES	
	DEPRECIATION	
670	EQUIPMENT RENTAL	<u> </u>
680	EQUIPMENT MAINTENANCE	
	ADVERTISING	1,500
	PRINTING	1,500
720	TELEPHONE/COMMUNICATIONS	5.500
730	POSTAGE/SHIPPING	430
	Subtotal	8,930
740	TRANSPORTATION	
	Board Members	
742		1,600
	Members and Participants	8,000
	Subtotal	9,600
	Assistance to Individuals	100 100 100 100 100 100 100 100 100 100
751		<u> </u>
752		
700	Subtotal INSURANCE	0
		0.000
	Malpractice & Bonding Vehicles	3,000
	Comprehensive Property & Liability	4,000
ROO	OTHER EXPENDITURES	4.000
000		- 0
	IINTERESTEXPENSE	
801	INTEREST EXPENSE Subtotal	11 000
	Subtotal	11,000
801	·	11,000 \$387,091

#### Exhibit K



## **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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#### Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### **DHHS Information Security Requirements**

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure

#### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable. regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an atternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above. implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Date <u>6 - 23-19</u>

V5. Last update 10/09/18

Exhibit K **DHHS** Information Security Requirements Page 7 of 9

#### Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases. such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures. Contractor's procedures must also address how the Contractor will:

- Identify Incidents:
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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Date <u>5-23-19</u>

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 8 of 9

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#### **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Date 6-29-19

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 9 of 9

# 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 H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA REGION VI is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 19, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 608796

Certificate Number: 0004423909



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of February A.D. 2019.

William M. Gardner Secretary of State

# **CERTIFICATE OF VOTE**

I,
(Name of the elected Officer of the Agency; cannot be contract signatory)
1. I am a duly elected Officer of H.E.A.R.T.S. PSA (Agency Name)
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 5/23/19 (Date)
RESOLVED: That the BOD'S TREASURER (Title of Contract Signatory)
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.
3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the <u>23</u> day of <u>May</u> , 20 <u>19</u> . (Date Amendment Signed)
4. Claire Peddle is the duly elected BOD'S TREASURER (Title of Contract Signatory)
of the Agency.  (Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE
County of Hillsborough
The forgoing instrument was acknowledged before me this 23 day of MAY, 2019.
By Tim Lopez (Name of Elected/Officer of the Agency)  (Notary Public/Justice of the Peace)
(NOTARY SEAL)  Diano M Cardinal-Baland  Notary Public, State of New Hampalitie  My Commission Expires Nov. 16, 2021
Commission Expires:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2019

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

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

this certific	ate does not confer rights to the certificate hol	der in lieu of su <u>cr</u>	endorsement(s).	
PRODUCER			NAME: Fairley Kenneally	7400
E & S Insuranc	e Services LLC		[A/C, No, Ext): (603) 293-2791 [A/C, No): (500) 255	F/100
21 Meadowbro	ok Lane		E-MAIL fairley@esinsurance.net	
P O Box 7425			INSURER(S) AFFORDING COVERAGE	NAIC #
Gilford		NH 03247-7425	INSURER A: Great American Ins Group	
INSURED			INSURER B : FirstComp	27626
	H.E.A.R.T.S. Peer Support Center of Greater Nashu	a Region VI	INSURER C: Hartford	19682
	P O Box 1564		INSURER D: Mount Vernon Fire Insurance	
			INSURER E :	
	Nashua	NH 03061	INSURER F:	
COVERAGES	CERTIFICATE NUMBE	R: 18-19	REVISION NUMBER:	
		BELOUGHE DEEN	LICCUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD	

				INSURER E :				
	Nashua	Nashua NH 03061			INSURER F:			
COV	FRAGES CERT	IFICATE NU	JMBER: 18-19	REVISION NUMBER:				
COVERAGES  CERTIFICATE 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.								
EX INSR		ADDLISUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
LTR_	COMMERCIAL GENERAL LIABILITY	INSD WVD	POLICY NUMBER	(MINDO/TTTT)	THE THE PARTY OF T	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ee occurrence)	\$ 1,000,000 \$ 50,000	
	CLAIMS-MADE X OCCUR	1 1				MED EXP (Any one person)	<b>5</b> ,000	
А			PAC098773202	07/01/2019	07/01/2020	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000	
	POLICY PRO-					PRODUCTS - COMP/OP AGG	\$ included	
	OTHER: AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
i	ANY AUTO				 	BODILY INJURY (Per person)	\$	
А	OWNED SCHEDULED		CAP 098773303	07/15/2019	07/15/2020	BODILY INJURY (Per accident)	\$	
l ^	AUTOS ONLY AUTOS NON-OWNED			'		PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY					Uninsured motorist	\$ 1,000,000	
_	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
							\$	
┢	WORKERS COMPENSATION				-	➤ PER OTH-		
1	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE N		WC0112725-09	07/01/2019	07/01/2020	E L EACH ACCIDENT	s 100000	
В	OFFICER/MEMBER EXCLUDED?	NIA	WC0112723-08	VIII III		E.L. DISEASE - EA EMPLOYEE	s 100000	
	If yes, describe under DESCRIPTION OF OPERATIONS below		_	_		E.L. DISEASE - POLICY LIMIT	s 500000	
┢			·			Directors & Officers	\$1,000,000	
D	Directors & Officers Employment Practices		NDO2010684D	07/27/2018	07/27/2021	EPLI	\$1,000,000	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (ACORD 10	n, Additional Remarks Schedule	, may be attached if more s	space is required)			
	CERTIFICATE HOLDER 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.								

CERTIFICATE HOLDER		CANCELLATION
NH DHHS		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
129 Pleasant Street		AUTHORIZED REPRESENTATIVE
Concord	NH 03301	
		CARREST ACCED CORPORATION All rights reserved

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

#### **Mission Statement**

Our mission, as peers, is to support one another as people who are challenged by the daily effects of living with, coping with, and recovering from mental health issues. Everyone will be encouraged to develop relationships that will enable and empower each other to learn, to grow, and to understand each other's world view. In addition, our aim is to develop greater awareness of personal and relational patterns and to support and challenge each other through peer support, self-advocacy, empowerment, and education. Our ultimate goal is to achieve recovery and ongoing wellness.

# H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION Years Ended June 30, 2018 and 2017

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#### ROWLEY & ASSOCIATES, P.C.

#### CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

#### INDEPENDENT AUDITORS' REPORT

To the Board of Directors H.E.A.R.T.S. Peer Support Center of Greater Nashua Nashua, New Hampshire

We have audited the accompanying financial statements H.E.A.R.T.S. Peer Support Center of Greater Nashua (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2018 and 2017 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

# Management's Responsibility for the Financial Statements

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

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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 of 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 opinion.

#### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of June 30, 2018 and 2017 and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Rowley & Associates, P.C.

Rowle - Servictor, Pl

Concord, New Hampshire

October 30, 2018

# H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA STATEMENT OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

ASSETS	2018	2017	
CURRENT ASSETS			
Cash, unrestricted	\$ 4,170	\$ 5,048	
Cash, refundable advances	38,013	49,201	
Accounts receivable	9,025	5,975	
Total Current Assets	51,208	60,224	
PROPERTY AND EQUIPMENT, at cost			
Vehicles	28,549	28,549	
Furniture and fixtures	<del>_</del> _	1,884	
Total property & equipment	28,549	30,433	
Less accumulated depreciation	21,323	20,497	
·	7,226	9,936	
OTHER ASSETS			
Security deposit	5,000	5,000	
Total Assets	63,434	75,160	
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts payable and accrued expenses	6,994	8,197	
Refundable advance, BMHS	26,941	43,711	
Refundable advance, Crisis Respite	11,072	5,490	
Other liabilities	140	140	
Total Current Liabilities	45,147	57,538	
NET ASSETS			
Unrestricted	18,287	17,622	
Temporarily Restricted	, · -	· -	
Total Net Assets	18,287	17,622	
Total Liabilities and Net Assets	\$ 63,434	\$ 75,160	

## H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS YEAR ENDED JUNE 30, 2018

	Unrestricted	Temporarily Restricted	Total
REVENUES, GAINS AND OTHER SUPPORT Grant income Donations Interest income Total support and revenue	\$ 384,066 5,426 11 389,503	\$ - - - -	\$ 384,066 5,426 11 389,503
Net assets released from donor imposed restrictions			
EXPENSES			
Program	340,940	-	340,940
Management & general	47,898		47,898_
Total expenses	388,838		388,838
Increase in net assets	665	-	665
Net assets, beginning of year	17,622		17,622
Net assets, end of year	\$ 18,287	\$ -	\$ 18,287

## H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS YEAR ENDED JUNE 30, 2017

	Unrestricted	Temporarily Restricted	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income	\$ 364,026	\$ -	\$ 364,026
Donations	4,864	-	4,864
Interest income	7_		
Total support and revenue	368,897		368,897
Net assets released from donor imposed restrictions	523	(523)	
EXPENSES			
Program	317,273	-	317,273
Management & general	53,115		53,115
Total expenses	370,388		370,388
Decrease in net assets	(1,491)	-	(1,491)
Net assets, beginning of year	18,590	523	19,113
Net assets, end of year	\$ 17, <u>622</u>	\$	\$ 17,622

# H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA STATEMENTS OF CASH FLOWS YEARS ENDED JUNE 30, 2018 AND 2017

	2	018		2017
CASH FLOWS FROM OPERATING ACTIVITIES				
Increase (decrease) in net assets	\$	665	\$	(1,491)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities				
Change in temporarily restricted cash		-		523
Depreciation		2,710		2,710
(Increase) decrease in operating assets				
Accounts receivable		(3,050)		18,164
Increase (decrease) in operating liabilities				
Accounts payable and accrued expenses		(1,203)		4,221
Refundable advances		(11,188)		19,202
Net Cash Provided (Used) By Operating Activities		(12,066)	_	43,329
CASH USED BY INVESTING ACTIVITIES, Purchases of property and equipment				<del>_</del> _
Net Increase (Decrease) in Unrestricted Cash		(12,066)		43,329
Unrestricted Cash, Beginning of Year		54,249	_	10,920
Unrestricted Cash, End of Year	\$	42,183	\$	54,249

#### NOTE 1 NATURE OF ORGANIZATION

H.E.A.R.T.S. Peer Support Center of Greater Nashua (the Organization) is a New Hampshire nonprofit organization corporation providing support to people who are challenged by the daily effects of living with, coping with and recovering from mental health issues. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

#### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the Organization is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of the Organization's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

#### **Basis of Accounting**

The financial records for the Organization are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

#### **Financial Statement Presentation**

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

<u>Unrestricted net assets</u> are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. The Organization had \$18,287 and \$17,622 in unrestricted net assets as of June 30, 2018 and 2017, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. The Organization had no temporarily restricted net assets as of June 30, 2018 and 2017, respectively.

<u>Permanently restricted net assets</u> include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. The Organization had no permanently restricted net assets as of June 30, 2018 and 2017.

#### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Cash equivalents

For purposes of the statement of cash flows, the Organization considers cash on hand, deposits in banks and investments to be cash equivalents.

#### Support and revenue

H.E.A.R.T.S. Peer Support Center of Greater Nashua receives support primarily through grants from the Federal Government and the State of New Hampshire.

#### **Property and Equipment**

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$2,710 and \$2,710 for the years ended June 30, 2018 and 2017, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

#### Functional allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

#### Accounts Receivable

Accounts receivable are comprised of amounts due from customers for services provided. The Organization considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

#### Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was \$772 and \$1,779 for the years ended June 30, 2018 and 2017, respectively.

#### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates

#### Income tax status

The Organization is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

#### **In-Kind Contributions**

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to the Organization's program services. These services are not included in donated materials and services because the value has not been determined.

#### **Donated Materials and Services**

It is the intent of the Organization to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2018 and 2017, there were no donated goods or services.

#### NOTE 3 CONCENTRATION OF CREDIT RISK

#### Economic Dependency

The Organization currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2018 and 2017, the State grants made up 99% and 99% of the Organization's total support.

#### Cash Balances

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2018 and 2017 the Organization no uninsured cash balances.

#### **NOTE 4 LEASES**

The Organization leases office space under the terms of a non-cancellable lease agreement. The lease expires on June 30, 2019. Rent expense related to this agreement was \$60,000 for the years ended June 30, 2018 and 2017, respectively. Future minimum rent expense for the years ended June 30 are:

2019: \$60,000

#### NOTE 5 COMPENSATED ABSENCES

The Organization has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2018 and 2017 was \$832 and \$2,600, respectively.

#### NOTE 6 REFUNDABLE ADVANCES

Under the terms of the service agreement with the Bureau of Mental Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, The Organization is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$26,941 and \$43,711 for the years ended June 30, 2018 and 2017, respectively.

The Organization is also required to segregate amounts received in excess of allowable expenses specifically for crisis respite. Funds set aside in accordance with this requirement amounted to \$11,072 and \$5,490 for the years ended June 30, 2018 and 2017, respectively.

#### NOTE 7 TAX EXEMPT STATUS

H.E.A.R.T.S. is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2017, 2016, and 2015 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

#### NOTE 8 SUBSEQUENT EVENT

Management has evaluated subsequent events through October 30, 2018, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

#### NOTE 9 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, Fair Value Measurements and Disclosures, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
2018 Accounts Receivable	\$ 9,025	<u>\$</u>	<u>\$ 9,025</u>
2017 Accounts Receivable	<u>\$ 5,975</u>	<u>\$</u> -	<u>\$ 5,975</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

#### NOTE 10 RECLASSIFICATION

Certain accounts in the prior year financial statement have been reclassified, for comparative purposes, to conform to the presentation in the current year financial statements with no effect on the prior year net income.

#### ROWLEY & ASSOCIATES, P.C.

#### CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET CONCORD, NEW HAMPSHIRE 03301 TELEPHONE (603) 228-5400 FAX# (603) 226-3532

MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

#### INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees H.E.A.R.T.S. Peer Support Center of Greater Nashua Nashua, New Hampshire

Our report on our audit of the basic financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of and for the years ended June 30, 2018 and 2017 our report dated October 30, 2018, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, P.C. Concord, New Hampshire

Rowle a Servicta, PC

October 30, 2018

#### H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA STATEMENT OF FUNCTIONAL EXPENSES YEAR ENDED JUNE 30, 2018 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2017

	Program Services		Management & General		Total 2018		2017	
Salaries and wages	\$	180,376	\$	26,953	\$	207,329	\$	201,383
Employee benefits		19,494		2,913		22,407		20,943
Payroll taxes		15,586		2,329		17,915		15,594
Rent		58,200		1,800		60,000		60,000
Accounting fees		-		13,006		13,006		14,130
Training		19,067		-		19,067		13,897
Insurance		11,210		751		11,961		12,708
Client travel and transportation		10,390		-		10,390		6,745
Telephone		4,736		146		4,882		4,806
Building and household supplies		4,141		-		4,141		4,124
Office supplies and equipment		4,227		-		4,227		2,737
Client food		3,281		-		3,281		2,599
Member support		1,531		-		1,531		2,192
Advertsing and promotion		772		-		772		1,779
Staff travel and transportation		3,566		-		3,566		1,576
Other expenses		490		-		490		1,149
Printing		933		-		933		1,107
Postage and shipping		230		-		230		209
Depreciation		2,710		-		2,710		2,710
	\$	340,940	\$	47,898	\$	388,838	\$	370,388

### H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA STATEMENT OF ACTIVITIES BY STATE APPROVED BMHS FUNDS YEAR ENDED JUNE 30, 2018

	e Approved HIS Funds	Non-BM	IHS Funds		Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant income, current year, less surplus of \$13,849	\$ 359,029	S	-	\$	359,029
Grant income, prior year release	25,037		-		25,037
Donations	-		5,426		5,426
Interest income	11		_		11
Total support and revenue	384,077		5,426		389,503
EXPENSES					
Salaries and wages	207,329		-		207,329
Employee benefits	22,407		-		22,407
Payroll taxes	17,915		-		17,915
Rent	60,000		-		60,000
Accounting fees	13,006		-		13,006
Training	19,067		-		19,067
Insurance	11,961		-		11,961
Client travel and transportation	10,390		-		10,390
Telephone	4,882		-		4,882
Building and household supplies	4,141		-		4,141
Office supplies and equipment	4,227		-		4,227
Client food	3,072		209		3,281
Member support	179		1,352		1,531
Advertsing and promotion	772		· <u>-</u>		772
Staff travel and transportation	3,566		_		3,566
Other expenses	· •		490		490
Printing	933		_		933
Postage and shipping	230		_		230
Depreciation	-		2,710		2,710
Total expenses	384,077		4,761		388,838
Net Increase in Net Assets	-		665		665
Net assets, beginning of year	 		17,622	<del></del>	17,622
Net assets, end of year	\$ 	\$	18,287	\$	18,287

### H.E.A.R.T.S. Board of Directors September 28, 2018

President:

Tim Lopez

Greater Nashua Mental Health

/ Suppect Street

No. 100000

603-889-6147(work) lopezt@gnmhc.org

Joined 7/16/2016

Term #2, Term Length: 2 years Term Expiration: 6/30/2019

Vice President:

Stacie Laughton

CO7 Dreed Street #3

(cell)

Javaha 2012 @ Tara

Joined 11/20/2014

Term #5, Term Length: 1 year Term Expiration: 6/30/2019

Treasurer:

Claire Peddle

148 Ledg #1006

100 may 111 00 000

COO COLLEGE (CEII)

Joined 5/17/2012

Term #3, Term Length: 2 years Term Expiration: 6/30/2019 Secretary:

Michelle Poulin

Joined 4/19/2018

Term #1, Term Length: 1 year Term Expiration: 6/30/2019

Board Members: Pat Worsley

Joined 9/15/2011

Term #4, Term Length: 2 years Term Expiration: 6/30/2019

**Christine Graham** 

Joined 4/8/2010

Term #5, Term Length: 2 years Term Expiration: 6/30/2020

Scott Wellman

005 752 0004(CEII)

Joined 6/19/2014

Term #3, Term Length: 2 years Term Expiration: 6/30/2020

**Ed Bowman** 

46 FL - C+ #102

Hestiau, IIII 65550

4000 150 0019

The day @amail

Joined 05/31/2018

Term #1, Term Length: 2 years

Term Expiration: 6/30/2020

Martha Perricone

e Circle

NEATHER PORTS

905-36Z-1944

1020 Characterin

Joined 08/22/2018

Term #1 Term Length: 2 years

Term Expiration: 6/30/2020

Nicole Rochon

Greater Nashua Mental Health

Hashaa, NH 03060

603-889-6147(work)

rochonn@gnmhc.org

Joined 9/28/2018

Term #1, Term Length: 2 years

Term Expiration: 6/30/2020

### Ken Lewis

### **OBJECTIVE**

Secure a position working with people challenged by disabilities, using my knowledge, supervisory skills and past experiences with individuals who are mentally challenged, chemically dependent, homeless, and/or hearing impaired.

#### EXPERIENCE

2010- present Executive Director of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI

Moved and opened a 900 sq. ft. Peer Support Center at 3 Pine St. Ext. Unit B with an Asst. Director, Members, and Participants on July 1 2010. Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attended required meeting, imputed and submitted all statistical reports and documents. I continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork. On July 1, 2011 moved and opened a larger center of 1.540 sq. at 5 Pine St. Ext. Unit 2K due to increased membership size. Continue to develop programming, promoting in all regional areas and community providers working with the members communities and the BOD to insure and improve the communication of a Consumer run organization. Working hard on collaboration with local mental health center and Lamprey Health Clinic on a Healthy Connections and Whole Health and Wellness Program and continuing to support and grow these groups to be more of a peer supportive model. Oversee increased Staff of 1 full time Assistant and 6 part-time staff hired from within membership to support a continue population growth to date. I am aggressively making great strides developing community collaborations and connections with community provider within its Continuum of Care, community stakeholders, our two local hospitals, Access Team, the Act Team, and local clinics to ensure peer support and H.E.A.R.T.S. PSC is represented and is part of the community consumer supports. I am on the local mental health community advisory committee and. I am d on the IDN also on a regional public health committee to improve better access for all. I am a member of the NH State Behavioral Health Advisory Council. I am also the Chair of Consumer Council. With the B.O.D. and Asst. Director's support, H.E.A.R.T.S. we operate a Peer Support Crisis Respite Center attached to the located facility with 9 + more employees trained in IPS and WRAP crisis / trauma.

### 2009-2010 Executive Director of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI /HHI

Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. Continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork to allow H.E.A.R.T.S. PSA to become a totally peer run Independent 501(C) 3 corporation by end of Fiscal year FY10 June 30, 2010.

### 2007-2009 Program Manager of Connections at Harbor Homes (HHI) 45 High St. Nashua, NH 03060

Became the program manager and was responsible for the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; organizing and facilitating groups using IPS and WRAP training methods. Responsible for evolving the peer support program to becoming its own independent 501©3 PSA Center and developing an Interim Board of Directors reporting directly to the BOD.

### 2005-2007 Program Coordinator of Connections at Harbor Homes (HHI) 45 High St. Nashua, NII 03060

Assisted the program manager in the day-to-day supervision and operation of the peer support / information resource program for HHI. Knowledge of available services and proved proficient in referring mentally challenged and homeless individuals to the proper agencies. Supervised mentally challenged individuals satisfactory and maintained proper boundaries. Duties include but not limited to; supervising staff, volunteers, and members daily, tracking data necessary for grant outcomes and information where tracking would be needed; assurance of facility operating in a safe manner; help create and organize new program emphasizing peer support; Organizing and facilitating groups using IPS and WRAP training methods.

2003-2005	Machine Operator/NC Operator at Sanmina-Sci Corp. in Wilmington, MA
2002-2003	Assistant Manager at Spring Glow Services in Oroville, CA
1998-2002	Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA
1989-1998	Engineering Technician at HADCO Corp. in Hudson, NIf
1986-1989	Incoming Inspection QA/QC at Digital Corp. in Nashua, NH
1984-1986	Electronic Technician at Wang Corp. in Haverhill, MA
1983-1984	Electronic Technician at Lockheed/Sanders in Nashua, NII
EDUCATION	
<b>2004</b> – <b>2007</b>	New Hampshire Community Technical College, Nashua, NH
	Certificate in American Sign Language I, II, III, IV; Deaf Culture I, II

1974-1978
TRAININGS

Certified in IPS Facilitators Training and continuing a two year Recertification as well as quarterly Co-Supervision trainings each year Certified in WRAP Facilitators Training and continuing a two year Recertification
Certified in WHAM Facilitators Training and continuing a two year Recertification
Substance Abuse State of New Hampshire Training

Graduated 1978

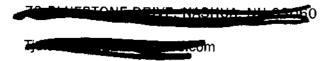
Certified in Recovery Coach for Alcohol and Drugs
Planting the Seeds for Health and Wholeness Training
Smoking Cessation Program
Certified in SOAR Program
Certified in First-Aid and CPR
Certification in American Sign Language
Safe Food Handling Class from NHFB
Administrative Training

Members Rights and Responsibilities / Sexual Harassment

Sunnyvale High School, Sunnyvale, CA

Certified Peer Specialist

### TOM DOUCETTE





Nashua, NH 03060

**OBJECTIVE:** 

My objective would be to build upon the foundation already begun. To build a partnership with the community. To advocate for our members and people with mental health difficulties to help erase stigma. To continue what already has been started in the community as to who we are and what Peer Support is about. How we can work together to make a better and more compassionate community for all people with mental health difficulties.

**EXPERIENCE** 

2009 TO PRESENT

H.E.A.R.T.S. Peer Support Center and Peer Respite Center, Nashua, NH 03060

Harbor Homes/Connections

### **ASSISTANT EXECUTIVE DIRECTOR**

- · Everyday operations of the Peer Support Center
- Support and manage all staff and volunteers
- Maintain all statistical data
- Purchasing manager

### 2015 To 2019

#### PEER RESPITE COORDINATOR:

- Everyday operations of Peer Respite Center
- Coordinate peer respite staff
- Work with other peer respite coordinators to make peer respite centers uniform
- · Maintain all statistical data

### 2005 TO 2009

### PROGRAM MANAGER

- Oversee operation of the center
- Inputting of statistical data
- Coordinate noon time meal for the homeless
- Support and manage staff and volunteers

### **ACCOMPLISHMENTS**

### 1979 to 2000

Started own plating equipment, air and water pollution corporation; first zero discharge air and water pollutants plating room in RI.

### 2003 to Present

President and co-founder of DBSA (Depression and Bipolar Support Alliance) Nashua peer support group a 501 (c) (3)

### 2008

Served on the New Hampshire State ten year plan Team 1 with Representative Jim MacKay

### 2013-2015

Served on Advisory Board of Greater Nashua Mental Health Center

### 2003 to 2013

Served on many State and Dartmouth Hitchcock mental health committees

### 2017

Have written several housing Bridge Grants for members

#### 2018

Alternatives Conference Presenter (WRAP Around New Hampshire Transformations)

### **EDUCATION:**

2006 to Present Certified WRAP Facilitator Training

#### 2009

**Certified IPS Facilitator** 

### 2011

Certified Whole Health, Wellness and Resiliency Facilitator Training (later changed to Whole Health Action Management)

### 2011

Effective Use of Peer Programs to Prevent the Use of Seclusion and Restraint Conference

### 2012 to Present

Certified Advanced Level WRAP Facilitator (Train the Trainer)

### 2012, 2015, 2016, 2018 IPS Refresher Training

### 2012

"Here, Now, and the Future" Administrative Training

### 2013

WRAP Facilitator Refresher Training (WRAP Around the World Conference)

### 2013, 2014, 2016, 2017, 2018

IPS Co-Reflection Training (four per year)

### 2013, 2015, 2016, 2017

**IPS Crisis Respite Training** 

### 2014, 2016, 2018

Certified Advanced Level WRAP Facilitator Refresher Training

### 2017

WHAM (Whole Health Action Management) Refresher Training

### REFERENCES:

Upon request



To obtain a job that I feel I can inspire others with my own passion and the ability to share my life experiences with others.

### **EXPERIENCE**

### **PEER RESPITE WOKER,** H.E.A.R.T.S. PEER SUPPOR CENTER

2 on 1 people on crisis, offer support, use Intentional Peer Support and Wellness Recovery Action Plan based programs, supporting peers through crisis, support with addicted, homeless and mentally ill population.

### DATES FROM12/2017-PRESENT

### WARMLINE OPERATOR, LAKES REGION CONSUMER ADVISORY BOARD

Connecting people with crisis, exploring options with them, listening and validating, using Intentional Peer Support and Wellness Recovery Action Plan based programs, support callers who may be dealing with suicidal thoughts, drug addiction, mental health, and homelessness

### **DATES FROM 11/2014-OCTOBER 2017**

PEER SUPPORT WORKER, ALTERNATIVE LIFE CENTER

Worked with mentally ill and drug addicted, trained in Intentional Peer Support and Wellness Recovery Action Plan based programs.

### **DATES FROM 2002-2012**

CNA II, SEASCOAST, NURSING HOME

Worked with Alzheimer patients, proper ADL skills, supervision the RN

### **EDUCATION**

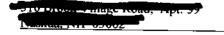
1995

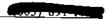
**NORTHSHORE COMMUNITY COLLEGE, GED** 

**MAY1998** 

**ASSOCIATES IN BUSINESS, ESSEX AGRICULTURAL INSTITUTE** 

### Paul Hutsteiner





### PROFILE:

Electronics Engineer who enjoys identifying and alleviating the sometimes elusive problems that arise in today's complex electronic devices. Adept at test procedures and instrumentation, able to adapt to constantly changing technologies.

### RELATED PROFESSIONAL EXPERIENCE

Since being laid off from SolidScape, following the 9/11 tragedy, I have occupied myself with Real Estate (fixing up older buildings for resale).

However recent events in the Mortgage industry have temporarily soured that line of work...

### Solidscape [Sanders Prototype, Inc.], Merrimack, NH

1/00 to 9/01

### Applications Specialist

Developed Configuration Suites (operating software) for the ModelMaker and PatternMaster Rapid-Prototyping Machines; thereby increasing Build Speed by 50% for most models (100% for some models).

### Sanders, A Lockheed Martin Company, Nashua, NH

3/97 to 5/99

### Test Design Engineer I, Operations Division

Programmed and operated an HP 5DX (a Hewlett-Packard programmable x-ray laminography machine used to test and inspect fine-pitch solder joints on printed circuit boards).

Developed and built Test Fixtures and test set-ups for power supplies, power supply modules, and backplanes (both for bench tests and for automated test equipment).

Wrote Test Procedures for the test technicians.

Assisted technicians in debugging defective products.

Wrote and developed test programs for a DITMCO Cable and Backplane Tester.

Designed Test Fixtures for Circuit Card Assemblies.

### Cabletron Systems, Inc., Merrimack, NH

9/95 to 3/97

### Digital Debug Technician B, New Products Test Department

Test and Repair of state of the art Microprocessor Based Computer Networking Hardware;

Working on several different product lines encompassing the following technologies:

10 Base T and 100 Base T Ethernet 4 Mbps and 16 Mbps Token Ring

Fiber Distributed Data Interface (FDDI)

Trouble-shooting to component level using a Digital-storage Oscilloscope and making extensive use of Device Verification Software running on the circuit boards.

### Assurance Technology Corporation, Chelmsford, MA

6/85 to 10/93

### Component Test Technician/Engineer

Operated, calibrated, and wrote and test programs for an Eaton Impact III Automated Semiconductor Tester. Operated and built test fixtures for a GenRad Model 1731 Linear IC Tester.

Set up bench tests using a Tektronix Curve Tracer and/or DVM's and power supplies

(or using an oscilloscope, signal generators, and power supplies)

to test semiconductors, IC's, relays, and magnetics.

Designed and built test fixtures for these bench test set-ups.

Wrote Test Requirement Sheets per Military Specifications for transistors, diodes, relays, and passive components.

Instructed test technicians in the use of the test set-ups and equipment.

Magna Cum Laude, GPA 3.6/4.0

### **EDUCATION:**

State University of New York, Albany	1982
Bachelor of Science Degree	
Major Concentration in Physics	
GTE Sylvania Technical School, Waltham, MA	1985
Telecommunications Program Graduate	
University of Massachusetts/Lowell	1994
Bachelor of Science in Electronic Engineering Technology	

### **Luann Eames**

**Objective:** To obtain a full-time position with benefits in a company that allows me to utilize my skills and experiences to help others.

### **Work Experience:**

March 2018- Present H.E.A.R.T.S. – Peer Support, Assist peers with day to day challenges, facilitates W.R.A.P. and I.P.S. Emotional Peer Support Groups, provides respite

2012-2014 Independent CNA Agent working for patients in last stages of their illnesses at their home, transfers, ADLs, cooking, making sure clients were comfortable, took to Dr. Appointments, medicine reminders, keeping them comfortable,

2010-2011 Home Instead- CNA, transfers, ADLs, cooking, making sure clients were comfortable, transported to doctor's appointments, medicine reminders, keeping them comfortable

1997-2014 TJX Corp- CSR, Trained in all areas of retail sales (receiving, jewelry, inventory, CSR, cashier, shoe dept., tagging), opened Amherst Location, transferred to Chelmsford and Bridgehampton NY, worked for multiple branches of TJX (Marshalls, AJ Wright, TJ Maxx)

1986-1996 Poppy's Hair Salon- Licensed cosmetologist, performed haircuts, perms, and all aspects of hair dressing. Also kept track of inventory, replenished stock, purchased inventory, customer service.

### **Volunteer Experience:**

Aug 17-Current United Methodist Church - Café Agape

July 17 - Present H.E.A.R.T.S.

2016-2017 Healthy at Home

2016-2017 Nashua Soup Kitchen & Shelter

### References:

Ken Lewis	Executive Director H.E.A.R.T.S.	(603) 809-7884
Tom Doucett	Assistant Director H.E.A.R.T.S.	(603) 943-0547
Deborah Andrews	Personal	(603) 583-9117
Phyllis Bracket	Personal	(603) 397-2020

Leslie Roman

Northern 209

Website: http://www.innerchildpress.com/leslie-mizz-fab-ryan.php

Date March 29, 2019

### Objectives

To work with my peers

### Education

### 1998-2001 Milford High School (Diploma)

2001-2002 Vergennes Job Corps (Diploma)

Degree in cooking

### Experience

Peer Support Staff (2013 present)

H.E.A.R.T.S. PEER SUPPORT (5 Pine Street Extension Suite 1g)

Peer Support

Facilitate groups and workshops

Constructing the Newsletter

### Qualifications

Lived experience

W.R.A.P. Overview

W.R.A.P Facilitator Training

W.R.A.P. Refresher Course

W.R.A.P. Workshop

LP.S 101

I.P.S. Core

Crisis Respite Training

Attended H.E.A.R.T.S. PEER SUPPORT CENTER for three years

Attended W.R.A.P. AND I.P.S groups for three years

### LAURA LYNN GREENBERG





### **Target: Mental Health Wellness**

Caring and compassionate professional driven by desire to help others allowing for continued opportunity to serve and support

### **Education & Memberships**

### Bachelor of Science in Psychology-

University of Phoenix-Graduated with Honors (GPA 3.89) St. Joseph School of Nursing LNA License Current Co-Facilitator WRAP (Wellness Recovery Action Plan)

**Relevant Coursework:** Life Span Human Development, Learning & Cognition, Psychological Tests & Measurements, Social Psychology, Cognitive Psychology, Biological Foundations in Psychology, Diversity & Cultural Factors in Psychology, Environmental Psychology, Motivational Processes in Human Psychology, Theories of Personality, Statistical Reasoning in Psychology, Elements of Clinical Psychology, Industrial/Organizational Psychology, Abnormal Psychology

### **Cross-Functional Achievements**

### Practical experience in caring for the unique needs of aging population

- Identified client's need for social stimulation and interaction; collaborated with available community resources to arrange for regular visits from a senior peer
- Perform personal care duties including: dressing, grooming and ambulation assistance
- Coordinate appointments and care delivery schedule ensuring client's needs are met and safe care environment maintained

### Strong verbal and written communication ability

- Effectively convey ideas and information to clients, families and professionals at all levels
- Adept at establishing rapport and cultivating relationships to support achievement of overall goals
- Proven ability to provide effective, hands-on training to sales staff to drive successful sales efforts
- Employed a cooperative, customer-centered sales approach that resulted in consistent achievements in securing introductory meetings with potential clients
- Easily able to translate thoughts and ideas into concise written documentation

### Keen attention to detail with proven ability to learn, retain and apply new information quickly

- Reputation for methodical approach to record-keeping and documentation requirements
- Observe for minute changes in physical health or mental acuity; report all significant findings
- Solid academic and employment achievement record
- Earned rapid promotions to management roles from entry-level positions due to consistent efforts and
- Over achievement of sales quotas

### **Volunteer Experience**

### Volunteer, St. Joseph Hospital ♦ Nashua, NH ♦ 2010 -

- Assist in 1:1 and group activities specifically designed for geriatric population that promote health, emotional and physical well-being
- Demonstrate care and compassion in all patient interactions

### 

- Provide physical and psychosocial support to elderly woman with Alzheimer's dementia
- Establish consistent daily routine, assist with ADL's and coordinate care delivery schedule
- Encourage and assist with stimulating activities that maximize patient's feelings of independence

### LAURA LYNN GREENBERG

llgreenberg@comcast.net

page 2

### **Professional Background**

### Peer Support Specialist- H.E.A.R.T.S Nashua NH

2019-Present

As a Peer Support Specialist I have walked the path of recovery from mental illness. I assist others
in their journeys of recovery. I promote hope through positive self-disclosure, demonstrating that
recovery is possible.

### Business Development Manager- Mazu Networks, Cambridge, MA

2008-2009

- Over-achieved in sales despite economic downturn and assignment to most difficult territory; success credited to ability to quickly identify potential client's challenges and tailor sales pitch to meet their needs
- Developed financial analysis' for clients to illustrate their savings if they were to purchase product
- Supported 3 direct sales representatives throughout the Northeast to sell \$138,850 in product in less than 4 months time

### Principle Recruiter for Security Software- Landbridge, Inc., Lexington, MA

2007-2008

- Assessed client's hiring needs and utilized networking skills to identify and pursue potential leads that would match candidates to selected positions
- Negotiated contracts for placement of temporary personnel

### Inside Sales Representative - RSA Security & Application Security Inc., Burlington MA 2005-2007

- Sell Database software security; perform inside sales lead development and outside sales with both new and existing companies
- Developed extensive product knowledge base and leveraged that expertise to consistently achieve sales objectives
- Personally developed and delivered successful presentations to existing and potential customers
- Secured \$800K contract with AOL Time Warner despite product defect due to well-cultivated relationships among decision-makers, extensive product knowledge and consultative approach
- Achieved \$2.7M sales quota shared with field representative
- Mentored new and existing Account Executives on customer relationship management, cold calling, product knowledge and closing strategies
- Oversaw performance of individual members of sales team in order to assist them in streamlining workflow, identifying sales roadblocks and mapping course to success

### **Judi Staples**

### **Objective**

To be available to work with and support my peers. To receive support while giving support. To use the certified trainings, (IPS and WRAP) I have received as an employee of H.E.A.R.T.S.

### Experience

July, 23, 2018-Present H.E.A.R.T.S. Peer Support Center and Peer Respite Center

Nashua, NH

### Member/Staff

 Leads peer support groups (IPS & WRAP) Is available for one on one peer support

11/18/14 -7/24/15

H.E.A.R.T.S. Peer Support Center & Peer Respite Center

Nashua, NH

### Member/Staff

 Leads peer support groups (IPS & WRAP) Is available for one on one peer support

6, 1987-12, 1998

Wausau, Insurance Company

Burlington, MA

### **Records Clerk**

• Filing, workers Compensation Claims, Mail

### **Education**

1981-1985

Somerville High School

Somerville, MA

**High School Diploma** 

2002-2004

Nashua Community College

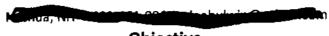
Nashua, NH

### **Early Childhood Development Teaching Certificate**

### References

References are available on request.

### Joe Bulwin



### **Objective**

Dedicated and motivated professional with experience in Customer service and Recovery Coaching. Seeking employment.

### **Highlighted Skills**

- > Communicates clearly and professionally
- > Respectful of confidentiality and procedures
- > Confident and energetic
- > Empathetic and compassionate of others needs
- > Listens well to others and worked extensively with individuals in recovery

### **Professional Experience**

### **Customer Service:**

- Worked with customers both internal and external
- Managed cash drawer
- > Kept clean and sanitary work stations
- > Kept and managed inventory
- > Made myself available to assist Customers and Co-workers with various tasks

### **Recovery Coaching:**

- Coached others in recovery
- > Assisted clients in finding resources such as treatment, food and shelter
- > Encouraged clients to set and maintain goals to reach on their journey to recovery
- > Empowered clients and helped them find the things that they are good at, so they can apply them to their recovery
- > Able to recognize clients' needs

	Work History
Revive Recovery Center	2018-Present
Christmas Tree Shop	2015-2016
Home Depot	2014-2015
Metro Retail Recycling	2010-2014
Kinney Towing and Recovery	2006-2010
Portable on Demand Storage	2000-2003
Johnson's Towing	1993-2000
Vinyl Tech	1991-1993
South Venice Fire Department	1988-1991
	Education

### **Education**

High School Diploma	1989
CCAR recovery coach academy	2018
CCAR ethical considerations for recovery coaches	2018
HIV/aids for Support Workers	2018
Connect Suicide Prevention Training	2018
Motivational Interviewing Basics	2018
Narcan Training	2018

CRSW Certified Recovery Support Worker IPS deep dive training



### **CAREER OBJECTIVE**

Pursuing an opportunity to train, learn and develop a career within a successful organization. Plan to put forth strong effort, become an asset to my team and provide service to the community. Through past experience I have learned teamwork, administrative protocol and advocacy experience.

### PROFESSIONAL EXPERIENCE

### HEARTS PSA Crisis Respite Worker

JUNE 2017 - PRESENT Nashua, NH

- Assist individuals in identifying and exercising their rights; support people to advocate for their needs.
- Facilitate the establishment of collaborative community-based peer support networks and social support systems.
- Engage and empathize with individuals with psychiatric labels experiencing crisis based on common experiences. Provide direct support services to meet the needs of participants.
- Facilitate the development of crisis self-help skills, support systems, coping strategies, increased hope and self-esteem through individual and group interactions.
- Apply IPS (Intentional Peer Support) and WRAP (Wellness Recovery Action Plan) knowledge and encourage individuals to engage in practices.

## ASSOCIATED CONCRETE COATINGS NOVEMBER 2018 Clerical Assistant

NOVEMBER 2011 -

Manchester, NH

- Warranty creation for projects completed for waterproofing
- o Filing for Accounts and Receivable/ Payables and Project Managers
- Answer multi-line switchboard as needed
- Update MSDS books for employees that work off site
- Scan safety checklists and weekly safety meetings
- Data entry of truck mileage
- o Archive plans from computer to disk for projects
- Telephone past due clients
- Microsoft Outlook, Excel, Word proficiency

### BLANCHARD CONTACT LENS 2008 Shipping Clerk

MARCH 2007 - NOVEMBER

Manchester, NH

- $\circ\;$  Responsible for the invoicing and shipping up to 300 orders daily
- o FedEx and UPS software knowledgeable
- o Manifest of commercial invoices for international shipping
- o Maintained an inventory of supplement contact lens products
- o Utilize Excel and Outlook to track, organize and coordinate shipping updates/information
- o Provide customer service for shipping related inquiries
- o Coordinated with production and sales personnel

### NEXTCOM, LLC Shipping/Receiving Manager

### August 2005 - February 2007 Nashua, NH

- Shipping computer and supporting equipment including the process of creating packing list, shipping label, final inspection, packaging and documentation
- Receiving, inspecting, documentation of non-conforming merchandise, distribution to inventory, and record keeping
- Correspondence with vendors-tracking orders, requesting RMA for defective merchandise, and invoice inquiries
- Harmonize with customers- returning evaluation products, assistance with any shipping questions, emails notifications of product ship date
- o Provide company sales team with shipping quotes
- o Created international forms SED forms, NAFTA certificates, and commercial invoices
- Assisted with parts inventory and the kitting of products and assembly
- o Synchronize with accounting, purchasing and production departments

### **COMMUNITY EXPERIENCE**

DBSA NASHUA APRIL 2016 - PRESENT Facilitator Nashua, NH

NASHUA PUBLIC LIBRARY August 2012 - September 2015

Volunteer Nashua, NH

### **EDUCATION**

Certified Peer Support Specialist November 2018

IPS Certified September 2018

WRAP Facilitator Certified January 2018

MCLEAN HOSPITAL Belmont, MA

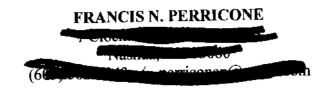
DBSA Facilitator Certification

NASHUA COMMUNITY COLLEGE Nashua, NH

Coursework in Accounting

MERRIMACK HIGH SCHOOL Merrimack, NH

Graduate



### WORK EXPERIENCE

### H.E.A.R.T.S. PEER SUPPORT AGENCY OF GREATER NASHUA • Nashua, NH 2016-Present

### **Certified Peer Specialist**

- Provided Intentional Peer Support (IPS) to people with mental health challenges and those in crisis.
- Facilitated over 100 discussion, educational and support groups on topics such as Wellness Recovery Action Plan (WRAP), IPS, Hearing Voices, Adult Learning, Men's Group, Creative Writing, and others.
- Edited and proofread monthly newsletter.
- Identified resources and assisted members in accessing services.
- Managed contacts for community members with service providers and resource organizations including but not limited to Social Security Administration; Senator Jean Shaheen; Nashua Parks and Recreation Department; Department of Public Health.

### Accomplishments

- Certified Facilitator in Intentional Peer Support (IPS)
- Certified Level 2 Facilitator in Wellness Recovery Action Plan (WRAP)
- Certified trainer in Mental Health First Aid (MHFA)
- Certified Hearing Voices Network facilitator
- Trained 10 members in 8 week WRAP course
- Trained participants at the 2017 Greater Nashua Public Health Annual Meeting and Integrated Behavioral Health Conference in "How to Support Someone with Behavioral Health Issues"
- Trained participants twice at Stigma Across Cultures in Nashua, NH
- Served as Members' Representative to the Board of Directors
- Served as Vice-chairperson of Consumer Council

### KAYAK CONSULTING GROUP • Somerville, MA

2015-2017

### Intern

- Conducted foundation research and recommended prospects which had a strong potential for funding, including but not limited to:
  - Ensuring that potential funders recommended are in line with the client's current mission and vision; and
  - o Providing detailed contact information.
- Reviewed foundation grant proposals prior to submission
- Compiled client profiles including demographics, collaborations and potential allies for local and regional clients
- Researched state standards for nonprofit charitable registration
- Examined strategies for building resilience and organizational capacity for small nonprofits

### PUBLISHING SOLUTIONS GROUP • Woburn, MA

2013-2014

### Assistant Project Manager

- Published blog entries such as Popularity of Audio Books; Children's Books, Old and New; Body Worlds: an Exercise in Thought; and Salerno's Salinger
- Certified mastery of copy editing skills. Copy edited material
- Accomplished daily quotas in data entry by uploading more than 100 items from Excel into online system

### HOBBLEBUSH BOOKS • Brookline, NH

2013

### **Publishing Intern**

- Became certified in proofreading strategies and techniques
- Copy edited proofs and manuscripts.
- Assisted in selection of poems to be included in a poetry anthology.

### RESIST, INC. • Somerville, MA

2012

- · Reviewed grant applications.
- Contacted and interviewed references.
- Published newsletter article Charting a Course of Resistance.
- Researched old newsletter archives to update materials.

### LEADERSHIP AND VOLUNTEER EXPERIENCE

Consumer Council: Vice-chairperson • 2017- Present

Harbor Homes/Partnership for Successful Living: Volunteer • 2015-2016

Kuster for Congress: Volunteer • 2012

Jumbo-Janitor Alliance: Co-chair • 2008-2012

Leonard Carmichael Society: English-as-a-Second-Language Tutor • 2012

### **EDUCATION**

TUFTS UNIVERSITY • Medford, MA

B.A. Philosophy • 2012



Date; March 12, 2019

**Objective** To support peers in a non-clinical environment.

**Experience** H.E.A.R.T.S. Peer Support Center and Crisis Respite Center

5 Pine Street Extension, Suite 1G

Nashua, NH 03060 July 2011-Present

Goodwill Industries

Nashua, NH

July, 2000-April, 2003

Bradlees

Nashua, NH

April, 1989-July, 1999

Education High School Diploma

Bachelor of Science Health and Education

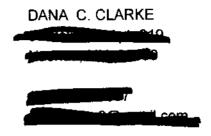
Trainings WRAP Overview

**IPS** Core

IPS Co-Reflections WHAM Facilitator

IPS Crisis Respite Training IPS Crisis Respite Refresher

References are available on request



Date March 18, 2019

Skills: Excellent verbal and written communication skills.

Able to follow and execute detailed instructions.

Punctual, cordial, neat appearance Willing to assist in social situations

Job History:

2/16/2015 to Present: H.E.A.R.T.S. Peer Support.

5 Pine St. Ext.

Nashua, NH. 03060

603.882.8400

7/17/2011 to 2/15/2015: Disabled

4/3/2009 to 7/16/2011: Connections/Harbor Homes

45 High St.

Nashua, NH. 03060

603.882.3616

5/7/2000 to 4/3/2009

Disabled

8/2/1994 to 5/6/2000: People's City Mission

110 Q St.

Lincoln, NE. 68508

402.475.1303

Education:

Northern Essex Community College

Haverhill, Ma.

Waste Water Management

**OSHA** Certificate

Executive Director: Mr. Ken Lewis

Executive Director: Mr. Ken Lewis

Assistant Director: Mr. Thomas Doucette

Executive Director: Pastor Tom Barber

Assistant Director: Mr. Thomas Doucette

Chemistry I & II

United States Military Police Academy

Fort McClellan, AL.

**GLRVTHS** 

HVAC/ Appliance

Repair Andover, MA

Trainings:

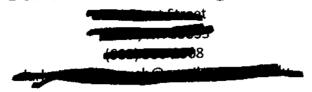
IPS 101

Completed 3 days of IPS CORE Training-unable to complete due to lack

of handicap transportation

**WRAP Course** 

### Darlene A. McDonough, M.A.



### Objective

To pursue post-graduate employment and continue my growth as a professional artist, art teacher, and art therapy/expressive arts therapy professional. To broaden my own artistic education, business skills and social skills through networking with other arts therapists and artists; by exhibiting, learning, teaching & sharing the knowledge of art and creating art. To obtain work

### **Artist Statement**

I believe that all achievements of art are processes which work to expand individual and communal forces in the generation of creativity and problem solving and in turn also provide cathartic release and a sense of life accomplishment.

### **Education**

- □ Homeschooling Educator experience (grades K, 5-11) (2002, 2008-2016)
- Master's Degree (March, 2012) from Union Institute & University/Vermont College, 36
   College Street, Montpelier, VT 05602 (MA in Health and Wellness with specialization in Art Therapy)
- 12 credits of graduate study in Expressive Arts Therapies from Goddard College, Plainfield, VT 05667 (attended fulltime Spring, 2007-Fall, 2008).
- Bachelor of Arts Degree in Psychology & the Fine Arts (February, 2007) from Burlington
   College, Burlington, VT 05401
- Bachelor of Science program in Behavioral Science (Spring 1994-1997) at the College of Lifelong Learning, University of N.H., Portsmouth, N.H. 03801 with only two classes remaining for graduation I completed my degree at Burlington College, VT. In the fall of 2007 for "Psychology and the Fine Arts"
- Associates Degree in Liberal Arts (1994)- majoring in Early Childhood Education, Psychology and Liberal arts @ Hesser College, Manchester, N.H. 03103.

### **Most Recent Employment**

- H.E.A.R.T.S. Peer Support Center and Peer respite Center April 1, 2014-Current,
  support specialist, mental Health Support worker, membership/resource facilitator,
  educational support, group therapy, front desk/hotline, WRAP facilitator, IPS facilitator,
  recreational therapy.
- Dollar Tree. Woodbury Ave. Portsmouth, N.H. (March 29th- June 20th, 2016). Cashier,

front register, deposits/going to bank, stocking shelves.

### Cindy A. Moher

### QUALIFICATIONS

> Excellent Customer Service skills. > Independent self-starter, honest and dependable. > Exceptional organization and interpersonal skills.

### **EXPERIENCE:**

H.E.A.R.T.S. Peer Support Center and Peer Respite Center 2014-Present

### **Trainings**

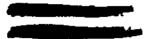
WRAP Facilitator Training 2015
WRAP Overview 2015
Intentional Peer Support Training 2015
Intentional Peer Support/Crisis 2013
WRAP Course 2013
WHAM 2013

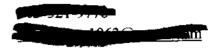
Amerada Hess Gas Station/ Convenience Store, Nashua. NH 2002-2003-2005

Sales Associate
Provided exceptional customer Service maintained merchandise,
presentations and inventory levels.
Responsible for maintaining coffee station and fast food are

### Cheryl Thibodeau

### March 1, 2019





### **Skills**

- Time Management
- Manager-Customer Service
- Accounting
- Case Management-Out Reach

- Designer-Special Projects
- Professional Writing
- Communication Skills

### **Education**

- Associate Degree Human Services
- Continuing on Bachelor Degree
- IPS Crisis Respite Training Refresher
- Co-Reflection
- Wrap Groups

### **Training**

- Peer Support Specialist
- Respite Staff
- Co-Facilitator of WRAP
- Co-Facilitator of IPS
- WHAM Course
- · Recovery Coach

### Life Experience

Single parent raised 4 boys with mental health issues involving Bi-polar, ADHD, High Function Autism, OCD, and a Severe Brain Injury. Involved with Nashua Community Council for over 20 years and recognizing behavioral patterns and applying coping skills as a parent. Recently graduate with a 4 year Associate Degree in Human Services at Nashua Community College and will continue an education for Bachelor, Master, and PHD in Behavioral Mental Health.

### **Employment**

H.E.A.R.T.S Center:

Member/Staff Peer Support Specialist

Crisis Respite Center:

Member/Staff Peer Support Specialist

Wal-Mart:

Cashier, Customer Service Manager, Accounting

Afternoon Delight:

Prep Food-Delivery

Michael's Arts:

Floral Designer

Mountain Ridgeview:

Distributed Pet Toys, Designed, Inventory, Shipping

Cleaning Business:

Owned a cleaning business for homes and restaurants

Child Care:

Home Day Care



### **Objective**

To be available to work with and support my peers. To receive support while giving support. To use the certified trainings, (IPS and WRAP) I have received as an employee of H.E.A.R.T.S.

### **Experience**

2017-Present

H.E.A.R.T.S. Peer Support Center and Peer Respite Center

Nashua, NH

### Member/Staff

Member/Staff Crisis Respite Center
 Is available for one on one peer support

2016-2017 Toy's "R" Us

### **EDUCATION**

2002 graduated Milford High School Facilitator of IPS Facilitator of WRAP

References are available on request.

### CONTRACTOR NAME

### Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
Ken Lewis	Executive Director / CPS	\$44,567.00	100 <u>%</u>	\$44,567.00
Tom Doucette	Assistant Director / CPS	\$33,975.00	100 %	\$33,975.00
Denise Green	Peer Support Staff	11.00 an hour	100 %	Up to \$13,728.00
Cindy Moher	Peer Support Staff	11.00 an hour	100 %	Up to \$13,728.00
Leslie Roman	Peer Support Staff	11.00 an hour	100 %	Up to \$9,152.00
Judy Staples	Peer Support Staff	11.00 an hour	100 %	Up to \$4,576.00
Cheryl Thibodeau	PSS / Respite Coordinator	12.00 an hour	100 %	Up to \$19,968.00
	/ CPS			<del></del>
Paul Husteiner	Peer Support Staff / Driver	11.00 an hour	100 %	Up to \$11,440.00_
Dana Clarke	Peer Support Staff	11.00 an hour	100 %	Up to \$2,288.00
Jill Maurice	PSS / Respite / CPS	11.00 an hour	100 %	Up to \$4,576.00
Nick Perricone	PSS / Respite / CPS	11.00 an hour	100 %	Up to \$4,576.00
Vito Loiacono	PSS / Respite	11.00 an hour	100 %	Up to \$18,304.00
Amy Kinnunen	PSS / Respite	11.00 an hour	100 %	Up to \$13,728.00
Luann Eames	PSS / Respite	11.00 an hour	100 %	Up to \$13,728.00
Joe Bulwin	PSS / Respite	11.00 an hour	100 %	Up to \$4,576.00
Lynn Greenburg	PSS / Respite	11.00 an hour	100 %	Up to \$13,728.00
Darlene McDonough	PSS / Respite (Floater)	11.00 an hour	100 %	\$0.00 to unknown



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

May 16, 2018

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

### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- 2) Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	<b>\$5</b> 28, <b>22</b> 8	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
- "	Totals	\$5,520,158	\$2,760,679	\$8,280,837

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His Excellency, Christopher T. Sununu and His Honorable Council Page 2 of 3

Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

### Please see attached financial detail.

### **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business. These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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

occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served: Statewide.

Source of funds: 44.55% 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) SM010035-18

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

F BEHAVIORAL REALTH,	MENTAL HEALTH BLOCK GRA	100% Federal Fu	nds		
		Activity Code: 922			·
he Alternative Life Center	· · · · · · · · · · · · · · · · · · ·	Tourny code: 522			
		<del></del>			
/endor # 068801	<u> </u>			Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2.017	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290,154
2,018	Contracts for Prog Svs	102-500731	\$290,154	\$0	\$290,154
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$580,308	<u></u>	\$580,308
		<del>,                                      </del>			
he Stepping Stone Drop-Ir	Center Association				
/endor# 157 <u>967</u>		<u> </u>		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,790
2,018	Contracts for Prog Svs	102-500731	\$209,790	\$D	\$209,790
2.019	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
Subtotal			\$419,580	\$0	\$419,580
akes Region Consumer A	dvisory Board		<u></u>		
Vendor # 157060					Deviced Dudget
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$188,183
2.018	Contracts for Prog Svs	102-500731	\$188.183	\$0	<u>\$188,183</u>
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
Subtotal			\$376 <u>,3</u> 66	\$0	\$376,366
		<del>-</del>			<del></del>
Monadnock Area Peer Sup	port Agency	<del>-</del>			
Vendor # 157973 State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$146,449		\$146,449
2,018	Contracts for Prog Svs	102-500731	\$146,449		\$146,449
2,019	Contracts for Prog Svs	102-500731	\$0		- \$1
Subtotal	301112	T	\$292,898	\$0	\$292,89
· · · · · · · · · · · · · · · · · · ·					
	Center of Greater Nashua Re	gion VI			
Vendor # 209287		<del></del>	<del></del>	Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2.017	Contracts for Prog Svs	102-500731	\$211,860		\$211,86
2,018	Contracts for Prog Sys	102-500731	\$211,860		
2.019	Contracts for Prog Svs	102-500731	\$0	<del>,</del>	\$
			\$423,720	\$0	\$423.72

On the Road to Recovery, In		<del>-</del>			
Vendor # 158839	C	+		·	
Verious # 138835		<del></del>	<u> </u>		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,56
2,018	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,56
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	
Subtotal			\$491,124	\$0	\$491,12
Connections Peer Support C	Conter	<del>                                     </del>		<del></del>	,
Vendor # 157070	- Cliffer	<del> </del>	· · · · · · · · · · · · · · · · · · ·		·
10,100,0		<del>                                       </del>		A	Davis d Davis d
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
<b>2,01</b> 7	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,75
2,018	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135.75
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	
Subtotal		<u> </u>	\$271,502	\$0	\$271,50
Tri-City Consumers' Action	Co-operative				
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$102,362	\$0	\$102,36
2.018	Contracts for Prog Svs	102-500731	\$102,362	\$0	
2.019	Contracts for Prog Svs	102-500731	\$102,502	\$0	
Subtotal	CONTRACTS TO THOS OF S	102-300131	\$204,724	\$0	<u>\$</u> \$204,72
		.	\$254,124		\$204,12
SUB TOTAL		1	\$3,060,222	SD	P2 000 00
		<u> </u>	43,000,222		\$3,060,22
05-95-92-920010-7011 HEAI	TH AND SOCIAL SERVICES OF BEHAVIOR	AL HEALTH, PEER	SUPPORT SERVICES	, HHS: BEHAVIORAL I	HEALTH DIV OF, DIV
		100% General F			
		Activity Code: 922	207011		
The Alternative Life Center	<del></del> .	ļ	<u> </u>		
Vendor # 068801	· · · · · · · · · · · · · · · · · · ·				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$233,122	SO SO	\$233,12
2,018	Contracts for Prog Svs	102-500731	\$233,122	50	\$233,12
2,019	Contracts for Prog Sys	102-500731	\$0	So	\$
Subtotal		100000	\$466,244	so so	\$456,24
	<del></del> -		\$ 100,E11		<del>\$100,21</del>
The Stepping Stone Drop-In	Center Association	<u> </u>			
Vendor # 157967		<del>                                     </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
300				(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$168,555	\$0	\$168,55
2,018	Contracts for Prog Sys	102-500731	<b>\$</b> 168,555	\$0)	\$168,55
0.044					
2,019 Subtotal	Contracts for Prog Svs	102-500731	\$0 \$337,110	\$0 \$0	\$337,11

### Financial Details for Peer Support Services

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Lakes Region Consumer Ad	visory Board	·	<u>,.</u> .		
Vendor # 157060		<u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$151,196	\$0	\$151,196
2,018	Contracts for Prog Sys	102-500731	\$151,196	\$0	\$151,196
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$302,392	\$0	\$302,392
Monadnock Area Peer Supp	ort Anoncy	1			
Vendor # 157973	ort Agency				
V61.00 # 131 <u>813</u>				Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Brog Sus	102 500724	\$ 147.00E	`	
2,018	Contracts for Prog Sys Contracts for Prog Sys	102-500731	\$ 117,665 \$ 117,665	<u> </u>	\$ 117,665 \$ 117.665
		102-500731		<u> </u>	
2,019	Contracts for Prog Sys	102-500731	\$ .	\$ -	\$ -
Subtotal			\$ 235,330	\$ -	\$ 235,330
H.E.A.R.T.S. Peer Support Co	enter of Greater Nashua Re	gion VI			
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$170,218	\$0	\$170,218
2.018	Contracts for Prog Sys	102-500731	\$170,218	\$O	\$170,218
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0.0,210
Subtotal	Donate Land (Cr. 1 log CVC	102-000101	\$340,436	\$0	\$340,436
Old Colour		<u> </u>	\$0-0,400	<b>\$</b> 0	\$040,400
0-4-0-4-5		T			
On the Road to Recovery, In-	с			·	
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,295
2,018	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,296
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	SO
Subtotal			\$394,592	\$0	\$394,592
''					
Connections Peer Support C	enter	"			
Vendor # 157070		<del> </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,071
2,018	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,071
2,019	Contracts for Prog Svs	102-500731	\$109,071	\$0	
Subtotal	Compacts for Frog Svs	102-500731		\$0	\$0
Subtotai			\$218,142	<u> </u>	\$218,142
				<del></del>	
Tri-City Consumers' Action (	Co-operative	1			
Vendor#157797					
			<u>_</u>		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
. "		Class Account	Current Budget \$82,245		•
State Fiscal Year	Class Title		\$82,245	(Decrease)	Amount \$82,245
State Fiscal Year 2,017	Class Title Contracts for Prog Svs	102-500731 102-500731		(Decrease) \$0 \$0	Amount \$82,245 \$82,245
\$tate Fiscal Year 2,017 2,018	Class Title  Contracts for Prog Sys  Contracts for Prog Sys	102-500731	\$82,245 \$82,245 \$0	(Decrease) \$0	Amount \$82,245 \$82,245 \$0
\$tate Fiscal Year 2,017 2,018 2,019	Class Title  Contracts for Prog Sys  Contracts for Prog Sys	102-500731 102-500731	\$82,245 \$82,245	(Decrease) \$0 \$0 \$0	Amount
\$tate Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Sys  Contracts for Prog Sys	102-500731 102-500731	\$82,245 \$82,245 \$0 \$164,490	(Decrease) \$0 \$0 \$0 \$0	Amount \$82,245 \$82,245 \$0 \$164,490
\$tate Fiscal Year 2,017 2,018 2,019	Class Title  Contracts for Prog Sys  Contracts for Prog Sys	102-500731 102-500731	\$82,245 \$82,245 \$0	(Decrease) \$0 \$0 \$0	Amount \$82,245 \$82,245 \$0
State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0  \$0  OF, HHS: BEHAVIOR	Amount \$82,245 \$82,245 \$82,245 \$0 \$164,490 \$2,458,736
State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0  \$0  OF, HHS: BEHAVIOR	Amount \$82,245 \$82,245 \$82,245 \$0 \$164,490 \$2,458,736
State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE 100% General F	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0  \$0  OF, HHS: BEHAVIOR	Amount \$82,245 \$82,245 \$0 \$164,490 \$2,458,736
\$tate Fiscal Year 2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0  \$0  OF, HHS: BEHAVIOR	Amount \$82,245 \$82,245 \$0 \$164,490 \$2,458,736
\$tate Fiscal Year 2,017 2,018 2,019 \$ubtotal  SUB TOTAL  05-95-92-922010-4118 H	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE 100% General F	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0  \$0  OF, HHS: BEHAVIOR	Amount \$82,245 \$82,245 \$60 \$164,490 \$2,458,736
\$tate Fiscal Year 2,017 2,018 2,019 \$ubtotal  SUB TOTAL  05-95-92-922010-4118 H	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE 100% General F	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$FO	Amount \$82,245 \$82,245 \$82,245 \$0 \$164,490 \$2,459,736 AL HEALTH DIV.
\$tate Fiscal Year 2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE 100% General F	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE	(Decrease) \$0 \$0 \$0 \$0] \$0] \$0] OF, HHS: BEHAVIOR ERVICES	Amount
State Fiscal Year  2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H  The Alternative Life Center Vendor # 068801 State Fiscal Year	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys  EALTH AND SOCIAL SERVI BUREAU OF MENTAL	102-500731 102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE 100% General F Activity Code: 92	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE unds 204118 Current Budget	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0 \$0  \$0  Amount Increase/ (Decrease)	Amount
\$tate Fiscal Year  2,017  2,018  2,019  Subtotal  SUB TOTAL  05-95-92-922010-4118 H  The Alternative Life Center   Vendor # 068801	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE 100% General F Activity Code: 922	\$82,245 \$82,245 \$0 \$164,490 \$2,458,736 DHUMAN SVCS DEPT S, PEER SUPPORT SE unds 204118	(Decrease) \$0 \$0 \$0 \$0] \$0] \$0] OF, HHS: BEHAVIOR ERVICES	Amount

### Financial Details for Peer Support Services

Subtotal			\$0	\$233,122	\$233,12
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The Stepping Stone Drop- Vendor # 157967	In Center Association	<del></del>	<u> </u>		
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State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2,017	Contracts for Prog Svs	102-500731	so so		Amount
2,018	Contracts for Prog Sys	102-500731			<del></del>
2,019	Contracts for Prog Svs	102-500731		<del></del>	
Subtotal			\$0		
Laboration of	···	·			
Lakes Region Consumer A Vendor # 157060	Advisory Board	<u> </u>			
48H00I # 137000	<del></del>				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
2,017	Contracts for Prog Svs	102-500731	\$0	(Decrease)	Amount
2,018	Contracts for Prog Sys	102-500731	\$0		<u></u>
2,019	Contracts for Prog Sys	102-500731	\$0		\$151,19
Subtotal			\$0		\$151,19
		<u> </u>		0.00	
Monadnock Area Peer Sup	port Agency				<del>-</del> "
Vendor# 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
				(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	5 -	\$ -	\$ -
2,018 2,019	Contracts for Prog Svs	102-500731	\$	\$	\$ -
Z,019 Subtotal	Contracts for Prog Svs	102-500731	\$	\$ 117,665	
Subtotal	<u> </u>	<del></del>	<b>s</b> -	\$ 117,665	\$ 117,665
HEARTS Door Suggest	Center of Greater Nashua Re				·
Vendor # 209287	Center of Greater Nashua Re	gion VI			
VEHIOU # 203207					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Sys	102-500731	\$0	\$170,218	\$170,218
Subtotal	<u> </u>		\$0	\$170,218	\$170,218
On the Road to Recovery, J		<u> </u>	<u> </u>	·	
Vendor # 158839	<u> </u>	<del> </del>		<u> </u>	
¥ ENOUGH 10000B	<del></del>	<del>-</del>	<u>.                                      </u>		<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$O	50
2,018_	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Svs	102-500731	\$0	\$197,296	\$197,296
Subtotal			\$0	\$197,296	\$197,296
<u> </u>	<u>_</u>				
Connections Peer Support	Center	ļ			· ·
Vendor # 157070	<del></del>	<u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
2,017	Centracts for Prog Sys	<u> </u>		(Decrease)	Amount
2.018	Contracts for Prog Svs	102-500731		\$0	\$0
2,019	Contracts for Prog Svs	102-500731		\$0	\$0
Subtotal	Confidences for Frog SVs	102-500731	<u> </u>	\$109,071	\$109,071
	· .	<u>.                                    </u>	<b>\$</b> 0	\$109,071	\$109,071
n-City Consumers' Action	Co-operative	T		<del></del>	<del>-</del>
/endor # 157797	T	-	· · · · · · · · · · · · · · · · · · ·		<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
2,017	Contracts for Prog Svs	102 500724		(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731 102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0 \$0	\$0	S0
Subtotal	200000000000000000000000000000000000000	102-000701	\$0	\$82,245 \$82,245	\$82,24 <u>5</u>
<del>_</del>	<u></u>	<u></u>	20	<b>₹02,24</b> 0	\$82,245
SUB TOTAL		<u> </u>	\$0	\$1,229,368	\$1,229,368

#### Financial Details for Peer Support Services

05-95-92-922010-4120 HEAL	TH AND SOCIAL SERVICES	, HEALTH AND HU	MAN SVCS DEPT OF,	HHS: 8EHAVIORAL H	EALTH DIV,
BUREAU OF MENTAL HEALT	'H SERVICES, MENTAL HE	ALTH BLOCK GRAN 100% Federal Fu			
		Activity Code: 922			
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018	Contracts for Prog Svs	102-500731	. \$0	\$0,	\$290.15
2,019 Subtotal	Contracts for Prog Svs	102-500731	\$0 \$0	\$290,154 \$290,154	\$290,15
	<del>-</del> -				
The Stepping Stone Drop-In	Center Association				
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	so	SO	\$
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731	\$0	\$209,790	\$209,790
Subtotal		<u> </u>	\$0	\$209,790	\$209,79
Lakes Region Consumer Ad	visory Board	Т Т			
Vendor # 157060					•
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	.\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	50
2,019	Contracts for Prog Sys	102-500731	\$0	\$188,183	\$188,183
Subtotal		<u> </u>	\$0	\$188,183	\$188,183
Monadnock Area Peer Supp	ort Agency	<del>                                     </del>			
Vendor # 157973	orr rigericy				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	50	\$(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$146,449	\$146,449
Subtotal			\$0	\$146,449	\$146,449
H.E.A.R.T.S. Peer Support C	enter of Greater Nechus De	gion VI	<del></del> 1	<del></del>	
HIPPORTON DEL GEL GRADANI O					
Vendor # 209287	AUTO AL AIGERAL MEDING LE	9.011 71			
Vendor # 209287 State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget Amount
	Class Title		Current Budget	Amount Increase/ (Decrease)	Amount
State Fiscal Year		Class Account	\$0 \$0	(Decrease) \$0 \$0	Amount \$6
State Fiscal Year 2,017	Class Title Contracts for Prog Svs	Class Account 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$211,860	Amount \$( \$( \$211,85)
State Fiscal Year 2,017 2,018	Class Title  Contracts for Prog Svs  Contracts for Prog Svs	Class Account 102-500731 102-500731	\$0 \$0	(Decrease) \$0 \$0	Amount \$( \$( \$211,85)
State Fiscal Year  2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	Class Account 102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$211,860	Amount \$( \$( \$211,85)
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	Class Account 102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$211,860	Amount \$( \$( \$211,85)
State Fiscal Year  2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	Class Account 102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$20 \$211,860 \$211,860	Amount \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  Contracts for Prog Svs  c.  Class Title	Class Account 102-500731 102-500731 102-500731  Class Account	\$0 \$0 \$0 \$0 Current Budget	(Decrease) \$0 \$0 \$211,860 \$211,860 Amount Increase/ (Decrease)	Amount \$( \$211,860 \$211,860 Revised Budget Amount
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0	(Decrease) \$0 \$0 \$20 \$211,860 \$211,860	Amount \$( \$211,866 \$211,866 \$211,866 Revised Budget Amount
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year 2,017	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  c.  Class Title  Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731	\$0 \$0 \$0 \$0 <b>Current Budget</b> \$0 \$0	(Decrease) \$0 \$0 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$0 \$245,562	Amount \$( \$211,860 \$211,860 \$211,860 Revised Budget Amount \$(
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year  2,017 2,018	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  c.  Class Title  Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget	(Decrease) \$0 \$0 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$0	Amount   \$( \$211,86) \$211,86) \$211,86)  Revised Budget   Amount   \$( \$245,56)
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year  2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  c.  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731 102-500731	\$0 \$0 \$0 \$0 <b>Current Budget</b> \$0 \$0	(Decrease) \$0 \$0 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$0 \$245,562	Amount   \$1   \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86  \$211,86
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year  2,017 2,018 2,019 Subtotal  Connections Peer Support C	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  c.  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731 102-500731	\$0 \$0 \$0 \$0 <b>Current Budget</b> \$0 \$0	(Decrease) \$0 \$0 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$0 \$245,562	Amount   \$( \$211,86) \$211,86) \$211,86)  Revised Budget   Amount   \$( \$245,56)
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year  2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  c.  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731 102-500731	\$0 \$0 \$0 \$0 <b>Current Budget</b> \$0 \$0	(Decrease) \$0 \$0 \$211,860 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$0 \$245,562 \$245,562	Amount   \$    \$211,86    \$211,86    \$211,86    \$211,86    \$221,86    \$221,86    \$221,86    \$225,56    \$2245,56    \$2245,56
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year 2,017 2,018 2,019 Subtotal  Connections Peer Support C	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  c.  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0	(Decrease) \$0 \$0 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$0 \$245,562	Amount  \$( \$211,86) \$211,86) \$211,86) \$211,86)  Revised Budget  Amount \$( \$245,56) \$245,56)
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year 2,017 2,018 2,019 Subtotal  Connections Peer Support Covendor # 157070 State Fiscal Year 2,017 2,018	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  C.  Class Title  Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731 102-500731 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0 \$0 \$0	(Decrease) \$0 \$0 \$211,860 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$245,562 \$245,562 \$245,562  Amount Increase/ (Decrease) \$0 \$0 \$0 \$0	Amount  \$1 \$211,866 \$211,866 \$211,866 \$211,866 \$211,866  Revised Budget Amount  \$6 \$245,566 \$245,566 \$245,566
State Fiscal Year  2,017 2,018 2,019 Subtotal  On the Road to Recovery, In Vendor # 158839 State Fiscal Year 2,017 2,018 2,019 Subtotal  Connections Peer Support C Vendor # 157070 State Fiscal Year 2,017	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs  C.  Class Title  Contracts for Prog Svs Center	Class Account 102-500731 102-500731 102-500731  Class Account 102-500731 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0 \$0	(Decrease) \$0 \$0 \$211,860 \$211,860 \$211,860  Amount Increase/ (Decrease) \$0 \$245,562 \$245,562  Amount Increase/ (Decrease)	Amount  \$( \$211,866 \$211,866 \$211,866 \$211,866 \$241,866  Revised Budget  Amount \$( \$245,566 \$245,566

for # 157797	1		· <del>-</del>		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	<u></u>
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	<u> </u>
2,019	Contracts for Prog Svs	102-500731	\$0	\$102,362	\$102,36
Subtotal		···	\$0	\$102,362	\$102,36

	80	% Other Funds/ 20% G	eneral Funds		
	<u> </u>	Activity Code: 910			
The Alternative Life Center				· · · · · · · · · · · · · · · · · · ·	
Vendor # 068801					-
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,018	Consultants	046-500464	\$1,200	\$0	\$1,20
2,019	Consultants	046-500464	\$0	\$1,200	\$1,20
Subtotal	<u> </u>		\$1,200	\$1,200	\$2,40



### New Hampshire Department of Health and Human Services Peer Support Services

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 5 Pine Street Extension, Suite 1G Nashua, NH, 03060.

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 and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- 1. Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read: 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
- 2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- 3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$1.146.234.
- 4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- 5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 7. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 8. Add Exhibit K, DHHS Information Security Requirements.



## New Hampshire Department of Health and Human Services Peer Support Services

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

	Department of Health and Human Services
5 18 18 Date	Name: Katja S Fox Title: Director
	H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI
05-07-2018 Date	Claire Pedale-Treasurer Name: Title:
Acknowledgement of Contractor's signature	e:
State of <u>New Hampshize</u> , County of <u>Hill</u> undersigned officer, personally appeared the bethe person whose name is signed above capacity indicated above.	Sborough on MAY 07, 2018, before the se person identified directly above, or satisfactorily proven to and acknowledged that s/he executed this document in the
Signature of Notary Public or Justice of the	Peace
Name and Title of Notary or Justice of the F	Peace C
My Commission Expires:	



### New Hampshire Department of Health and Human Services Peer Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

Date

Name: Title:

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

5-7-2018 Date

Clare Reddle

Name:

Title: Tresurary

Acknowledgement of Contractor's signature:

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

Signature of Notary Public or Justice of the Peace

Si one m Cardwell Beland roxany public

Name and Title of Notary or Justice of the Peace

My Commission Expires:

Diané M Cardwell-Baland Notary Public, State of New Hampathe My Commission Explans Nov. 18, 2021

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI SS-2017-BBH-02-PEERS-02

Amendment #1 Page 2 of 3



Diano M Cardwell-Beland Notary Public, Esste of Now Hameshie My Commission Explos Nov. 18, 2021



# New Hampshire Department of Health and Human Services Peer Support Services

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

OFFICE OF THE ATTORNEY GENERAL

Name: Title: Name: Title: Name: Title: Name: Name: Title: Name: Name: Title: Name: Name: Title: Name: Name: Name: Title: Name: Name: Title: Name:



#### 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.
  - 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 at a significant risk of becoming a recipient of 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.
- 1.6. Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

#### 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.

Exhibit A Amendment #1 of

Contractor Initials: CP



- 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 I served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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.

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2.16. Week is defined as Monday through Sunday.

#### 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, including, but not limited to:
    - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
    - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
      - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
      - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
      - 3.1.1.3.3. Emphasize 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.
      - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
      - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
      - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
      - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized

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with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.

- 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:
  - 3,1,1.8.1. Rights Protection,
  - 3.1.1.8.2. Peer Advocacy,
  - 3,1,1.8.3. Recovery,
  - 3.1,1.8.4. Employment,
  - 3.1.1.8.5. Wellness Management, and
  - 3.1.1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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:
  - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3,1,1,10,3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1. 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).

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- 3.1.1.11.2. Referrals to community mental health centers employment programs.
- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and 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 and 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. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.

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- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3,2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Crisis Respite
  - 3.4.1. 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:
    - 3.4.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
    - 3.4.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
    - 3.4.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
    - 3.4.1.4. 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.
    - 3.4.1.5. 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.
    - 3.4.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
    - 3.4.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.

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Administer a functional assessment that is approved by the 3 4 1.8. Department, at the time of entry and exit from the program. Provide individualized supports with a focus on wellness and 3.4.1.9. recovery that may include Wellness Recovery Action Plan (WRAP), if applicable. Support the individual in returning to participation in community 3.4.1.10. activities, services and supports. Ensure the individual's health needs if they become ill or injured 3.4.1.11. are addressed during the course of their stay in the crisis respite program. Ensure communication with other service providers involved in 3.4.1.12. the individual's care, with their written consent.

#### 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 6, and crisis respite services for consumers statewide.
- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - 4.3.3.4.2. 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

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- 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - 6.1.3.1.3. 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.
- 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,

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- 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 to the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

#### 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.

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- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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.

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- 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.
- 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).
- 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.
  - 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.

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- 7.12.2. Supervision.
- 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.
- 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.

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8.1.2.5.2.	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.

- 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
- 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.
  - 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:
  - 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.

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- 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 ioined, 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.
- No. 12. The Contractor shall 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including but not limited to filing a complaint.

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- 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 data for each State Fiscal Year, including, but not limited to:
  - 11.1.1. The number of members.
  - 11.1.2. The total number of participants.
  - 11.1.3. Program utilization totals and percentages.
  - 11.1.4. Number of telephone contacts.
  - 11.1.5. Description of outreach activities.
  - 11.1.6. Number and description of educational events.
  - 11.1.7. 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 11.1

#### 12. Performance Measures

12.1. 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.

#### 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.

RFP-2017-BBH-02-PEERS-02 H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Exhibit A Amendment #1

Contractor Initials: <u>CP</u>



- 13.3. 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.
- 13.4. 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.
- 13.5. 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:
  - 13.5.1. 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.
  - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 13.5.3. 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.
    - 13.5.3.1. 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.
    - 13.5,3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

#### 14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:

14.1.2.1. Data.

RFP-2017-BBH-02-PEERS-02 H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Exhibit A Amendment #1

Contractor Initials:



- 14.1.2.2. Financial records. 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities. 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities. 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.2.4. Review of personnel files for completeness.
  - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall 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 A Amendment #1

Contractor Initials: \_ EP

#### SFY 2019 Budget

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

Bidder Name: H.E.A.R.T.S. Peer Support Center of Greater Nashus Region VI

**Budget Request for: Peer Support Services** 

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

		·
600	PERSONNEL COSTS	
501	Salary & Wages	216,590
602	Employee Benefit	33,354
	Payroll taxes	16,569
	Subtotal	266,513
620	PROFESSIONAL FEES	
624	Accounting	7,316
	Audit Fees	5,000
	Legal Fees	0
	Other Professional Fees and Consultants	0
	Subtotal	12,316
630	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	. 0
	In-Service Training	4,000
	Conferences and Conventions	0
	Other Staff Development	0
753	Sub(ola)	4,000
640	OCCUPANCY COSTS	
	Rent	60,000
	Mortgage Payments	0
	Heating Costs	0
	Other Utilities	0
	Maintenance and Repairs	0
	Taxes	- a
	Other Occupancy Costs	0
	Subtotal	60,000
650	CONSUMABLE SUPPLIES	
	Office	3,000
	Building/Household	3,500
	Rehabilitation/Training	0
	Food	3,700
	Other Consumable Supplies	0
	Subtotal	10,200
	Other Expenses	
560	CAPITAL EXPENDITURES	0
	CAPITAL RESERVE FUND	0
670	EQUIPMENT RENTAL	. 0
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	1,300
	PRINTING	1,300
	TELEPHONE/COMMUNICATIONS	5,000
	POSTAGE/SHIPPING	430
	Subtotal	8,030
740	TRANSPORTATION	
	Board Members	0
	Staff	1,519
	Members and Participants	8,000
	Subtotal	9,519
750	Assistance to Individuals	
	Client Services	0
	Clothing	0
	Subtotal	0
760	INSURANCE	
	Malpractice & Bonding	3,000
762	Vehicles	4,000
	Comprehensive Property & Liability	4,000
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	0
	Subtotal	11,500
TO	TAL PROGRAM EXPENSES	\$382,078

#### Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document;

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a





#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol, If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a





#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

 The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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#### Exhibit K



#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials <u>CP</u>



#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials CPDate 5/7/18

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#### Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify incidents:
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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#### Exhibit K



#### **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials <u>CP</u>

Date <u>5/7/19</u>



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director



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

129 PLEASANT STREET, CONCORD, NH 83301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhbs.nb.gov

June 6, 2016

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

68CA07070707

#### 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.





Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 2 of 3

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**

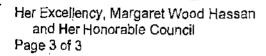
The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

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: 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:

Veffrey A. Meyers Commissioner





DF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GR	ANT			
	leral Funds			
	e: 92207143			
The Alternative Life Center				<del></del>
√endar # 068801				<u></u>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	290,154.0
2018	Contracts for Prog Sva	102-500731	5	290,154.0
Subtotal			\$	580,308.0
The Stepping Stone Drop-In Center Association	<del> </del>	· · · · · · · · · · · · · · · · · · ·		
Vendor # 157967	<del> </del>	-		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	209,790.0
2018	Contracts for Prog Sys	102-500731	\$	209,790.0
Subtotal		· · · · · · · · · · · · · · · · · · ·	\$	419,580.0
Lakes Region Consumer Advisory Board	<del> </del>	1		
Vendor # 157060			-	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	188,183.00
2018	Contracts for Prog Svs	102-500731	ŝ	188,183.0
Subtotal			\$	376,366.0
Monadnock Area Peer Support Agency	T	)		<del></del>
Vendor # 157973		<del></del>	_	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	S	146, <del>449</del> .0
2018	Contracts for Prog Sys	102-500731	\$	146,449.0
Subtotal Subtotal			\$	292,898.0
U.S.A.D.T.C. Good Support Contagnation of Cont	T			
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Vendor # 209287	<del> </del>	<u> </u>		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	211,860.0
2018	Contracts for Prog Svs	102-500731	\$	211,860.0
Subtotal	<del> </del>		\$	423,720.0

On the Road to Recovery, Inc. Vendor # 158839			-	
			<del> </del>	
State Fiscal Year	Class Title	Class Account	L_	Current Budget
. 2017	Contracts for Prog Svs	102-500731	\$	245,562,00
2018	Contracts for Prog Svs	102-500731	\$	245,562.00
Subtotal			s	491,124.00
	<u> </u>	ত ক্ৰম		
Connections Peer Support Center Vendor # 157070	<del></del>	\ <u> </u>	-	
			<u> </u>	
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 Subtotal			\$	271,502.00
7.00.00		<del> </del>		
Tri-City Consumers' Action Co-operative Vendor # 157797	<del> </del>		<del> </del> -	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	102,382,00
2018	Contracts for Prog Svs	102-500731	\$	102,362.00
Subtotal	<u> </u>	·	_	90120170
SUB TOTAL	<del> </del>	<del></del>	\$	204,724.00 3,060,222.00
	H AND HUMAN SVCS DE neral Funds le: 92207011	PT OF, HHS: BE	HAV	IORAL HEALTH DIV
The Alternative Life Center	16. 32207011		<del>-</del>	
Vendor # 068801	<del></del>		<del></del>	
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 Stane Drop-In Center Association	<del></del>	<del></del>		<u> </u>
Vendor # 157967	<del> </del>	<del> </del>		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	168,555.00
· 201B	Contracts for Prog Svs	102-500731	\$	168,555.00
Subtotal	<del></del>		\$	337,110.00
	<del></del>	<del></del>	<u> </u>	307,110.00



#### Financial Detail



Lakes Region Consumer Advisory Board		1		
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	<u> </u>		\$	302,392.00
Manada J. Ass Des Company	T		-	
Monadnock Area Peer Support Agency Vendor # 157973				<del></del>
State Fiscal Year	Class Title	Glass Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	117,665.00
2018	Contracts for Prog Sys	102-500731	5.	117,665.00
Subtotal	<u> </u>		\$	235,330.00
UEARTE BASSIA ACAMA (CAMANA)	<del></del>	<del>,</del>		<del> </del>
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Vendor # 209287	<del>                                     </del>	<del></del>		
,			<b> </b>	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	170,218.00
2018	Contracts for Prog Sys	102-500731	\$	170,218.00
. Subtotal			\$	340,436.00
On the Road to Recovery, Inc. Vendor# 158839		···	<b> </b>	
				<del></del>
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
Subtoțai			\$	394,592.00
Connections Peer Support Center	<del> </del>	· · · · · · · · · · · · · · · · · · ·		<del></del>
Vendor # 157070	<del></del>			
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	109,071:00
2018	Contracts for Prog Sys	102-500731	\$	109,071.00
Subtotal			\$	218,142.00
Tri-City Consumers' Action Co-operative	<del> </del>			<del></del>
Vendor # 157797	<del> </del>		_	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	82,245.00
2018	Contracts for Prog Sys	102-500731	\$	82,245,00
Subtotal		<del></del>	\$	164,490.00
SUB TOTAL		<del></del>	\$	2,458,736.00
	<del></del> -			
TOTAL			\$	5,518,958.00
— · · · · · — · — · · — · · · · · · · ·				



7. The Alternative Life Center

Tri-City Consumers' Action Cooperative

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

Peer Support Services	RFP-2017-BBH-02-PEE	RS
RFP Name	RFP Number	Reviewer Names
Bidder Name		Peter Reid  2. Ann Driscoll
1. Connection Peer Support Center		3. Stacey Dubia
2. HEART Peer Support Center	575	Tom Grinley
3. Lakes Region Consumer Advisory Board	575	365 <sup>5,</sup> Jamie Kelly
4. Monadnock Area Peer Support Agency	575 4	6. Elizabeth Fenner-Lukaitis
5. On the Road to Recovery	575 4	7.
6. Stepping Stone Drop In Center	575 4	8.

575

575

9.

453

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Subject: Peer Support Services (\$S-2017-BBH-02-PFERS-02)

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

#### AGREEMENT

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

#### **GENERAL PROVISIONS**

i, identification.					
1.1 State Agency Name	1.1 State Agency Name		1.2 State Agency Address		
Department of Health and Hum	nan Services	129 Pleasant Street			
		Concord, NH 03301-3857			
1.3 Contractor Name		1.4 Contractor Address 5 Pine Street Extension, Suit	- 10		
H.E.A.R.T.S. Peer Support Cer	H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		e io .		
1		Nashua, NH, 03060			
		1.7 Completion Date	1.8 Price Limitation		
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.0 Trice Dani-don		
Number		June 30, 2018	\$764,156		
603-882-8400	05-95-92-920010-7143-102-	Julie 30, 2016			
	500731; 05-95-92-920010-	1			
	7011-102-500731	1.10 State Agency Telephon	e Number		
1.9 Contracting Officer for St	tate Agency	603-271-9558			
Eric B. Borrin, Director		003-277 9330			
		1771 .60	-tos Cincatoni		
1.11 Contractor Signature		1.12 Name and Title of Cor			
		1	~		
00 0	ldle te of New Hampshine County of Hil	1 Claime reddle	; I reasurer		
Clave les	til 1: Company	(charach			
1.13 Acknowledgement: Sta	to of New Hampswide County of the	13 Cator Ji			
L. M. DIALDER NC	and a serious district persons	lly appeared the person identifi	ed in block 1.12, or satisfactorily		
On MAY 3157 2016, SEI	e name is signed in block 1.11, and a	acknowledged that s/he execute	d this document in the capacity		
proven to be the person whose	e liatile is signed in proce if may				
indicated in block 1.12.  1.13.1 Signature of Notary P	ublic or Justice of the Peace				
) /-					
1 2000	ry on Candwell E	Reland)			
[Neal]		~ · · · · · · · · · · · · · · · · · · ·			
1 12 2 Nome and Title of No	stary or Justice of the Peace	_			
7	in- (in-line) A	201001			
27976	ra curawen-1	1500	A congu Cianatory		
1.14 State Agency Signature	e	1.15 Name and Title of State Agency Signatory			
ンマージ	xx - Willy	Beland  1.15 Name and Title of State Agency Signatory  (a) It is seen to be s			
	Date: 144 16	ion of Derconnel (if applicable	)		
1.16 Approval by the N.H. I	Department of Administration, Divis	aon of refsomot (1) appacable	•		
		Director, On:			
By:		Dittation, Oth			
1.17 Approval by the Attorn	vey General (Form, Substance and E	xecution) (if applicable)			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
$\int \mathbf{p}_{\mathbf{u}} \left( \Lambda \Lambda \Lambda \Lambda \Lambda \Lambda \right) \left( \Lambda $					
1.18 Approval by the Governor and Executive Council (if applicable)					
1 18 Approval by the Governor and Executive Council (if applicable)					
1	()				
By:	<u> </u>	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 I.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 I.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials CP
Date 6-01-16

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

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

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

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

Page 3 of 4

Contractor Initials C C Date 5-31-16

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

#### 15. WORKERS' COMPENSATION.

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

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

- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22, SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials CC Date 5-31-14



#### 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
- 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.

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- 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.

## 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:

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- 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:
  - 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;
  - 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 selflimitations, 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.
- 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.

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- 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,
  - 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),
  - 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.
- 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.

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- 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:
  - Collaborate with other local human service providers that serve a. 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 the physician's desk reference book for notes, how to use 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 quests 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
    - 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. Contractor Initials:

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- 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.
  - 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.

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## 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 6, and other Regions specific to services identified in Section 3.3.
- 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 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;

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- 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.
- 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;

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- 8.8.2. 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,
  - 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

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#### 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;
  - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal T8 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.

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- 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;
  - 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.

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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;
      - Have the powers usually vested in the board of directors of a nonfor-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 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:
      - Responsibilities and powers of the Board of Directors,
      - 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
      - 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.

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- 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:
  - 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

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- 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:
  - 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

RFP-2017-BBH-02-PEERS-02 H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Exhibit A

Contractor Initials:

Date: 5-31-16



#### 11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterty 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.
- 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.

RFP-2017-BBH-02-PEERS-02 H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Exhibit A

Contractor Initials:⊆ P

Page 15 of 16 Date: 6-31-16



- 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
    - 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.

Contractor Initials:

Date: 6-31-16

#### 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:

RFP-2017-8BH-02-PEERS-02

Region VI

- 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.

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

Exhibit B

#### Exhibit B

- 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: \$150,000.
  - 9.5. Retirement: \$2,110.
- 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. Confractor Initials CP

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Exhibit 8

Date 6-31-16



#### Exhibit B

- 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.
- 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.

RFP-2017-8BH-02-PEERS-02 H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Exhibit B

Contractor Initials CP

#### Exhibit B-1

#### **BUDGET FORM**

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

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

Budget Request for: Peer Support Services

(Name of RFP)

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

Line tem Budget	Citie term Budger Description	
AAA	PERSONNEL COSTS	TARREST STATES OF THE PARTY OF
200	Salary & Wages	
600	Employee Benefit	223,662
602	Payroll taxes	33,208 17,110
003	Subtolal	
626	PROFESSIONAL FEES	273,981
	Accounting	
024 20a	Audit Fees	7,316 8,500
	Legal Fees	8,500
827	Other Professional Fees and Consultants	<del> </del>
<u> </u>	Subtotal	13,816
630		
	Publications and Journals	The second section of the section of the second section of the section of the second section of the secti
	In-Service Training	1.000
833	Conferences and Conventions	1,000
	Other Staff Development	<u> </u>
	Subtolal	1,000
640	OCCUPANCY COSTS	
	Rent	60,000
642	Mortgage Payments	50,000
643	Heating Costs	1
RAA	Other Utilities	•
645	Other Utilities Maintenance and Repairs	
	Taxes	
	Other Occupancy Costs	<del>                                     </del>
GAFT-	Subtotal	60,000
Ren	CONSUMABLE SUPPLIES	7-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
	Office	1,000
160 252	Building/Household	4,035
032 AK2	Rehabilitation/Training	4,UJC
	Food	3,700
	Other Consumable Supplies	3,700
331	Subtotal	8,735
	Other Expenses	
660	CAPITAL EXPENDITURES	The state of the s
	CAPITAL RESERVE FUND	
870	EQUIPMENT RENTAL	
	EQUIPMENT MAINTENANCE	İ
700	ADVERTISING	1,500
710	PRINTING	1,300
	TELEPHONE/COMMUNICATIONS	4,000
	POSTAGE/SHIPPING	500
	Subtotal	7,250
	TRANSPORTATION	7,250
	Board Members	A STATE OF THE PARTY OF THE PAR
	Staff	1,500
743	Members and Participants	6,500
	Subtotal	8,000
750	Assistance to individuals	
	Client Services	
752	Clothing	
	Subtotal	. 0
	INSURANCE	THE PARTY OF THE P
762	Vehicles	2,700
763	Comprehensive Property & Liability	5,399
800	OTHER EXPENDITURES	1,197
	INTEREST EXPENSE	1,137
	Subtotal	9,296
		3,200
TOTA	L PROGRAM EXPENSES	382,078
	<del></del>	

#### BUDGET FORM

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

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

Budget Request for: Peer Support Services

(Name of RFP)

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

-	771/17 tilrbugh ersorre	
Ine Item Budget	Yne wan Bucger Description	Total Amount
(eference Number		
	PERSONNEL COSTS	223,662
	Salary & Wages	33,208
	Employee Benefit	17,110
603	Payroll taxes	273,981
	Subtotal	
	PROFESSIONAL FEES	7,316
624	Accounting	
	Audit Fees	6,500
626	Legal Fees	<del> </del>
627	Other Professional Fees and Consultants	13,816
	Subtotal	CENTRE CONTRACTOR
830	STAFF DEVELOPMENT AND TRAINING	THE PROPERTY OF THE PARTY OF TH
	Publications and Journals	1,000
632	in-Service Training	1,900
	Conferences and Conventions	<del></del>
634	Other Staff Development	1
	Subiotal	1,000
	OCCUPANCY COSTS	THE STATE OF THE S
	Rent	60,000
	Mortgage Payments	
	Heating Costs	<del> </del>
	Other Utilities	<u> </u>
645	Maintenance and Repairs	
646	Taxes	<u> </u>
647	Other Occupancy Costs	<u> </u>
	Subtotal	60,000
650	CONSUMABLE SUPPLIES	
	Office	1,000
652	Building/Household	4,035
653	Rehabilitation/Training	
	Food	3,700
	Other Consumable Supplies	
	Subtotal	6,735
	Other Expenses	是 60 为现代 维护证 20 元
660	CAPITAL EXPENDITURES	
	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	
680	EQUIPMENT MAINTENANCE	
	ADVERTISING	1,50
	PRINTING	1.25
720	TELEPHONE/COMMUNICATIONS	4,00
730	POSTAGE/SHIPPING	50
	Subtotal	7,25
741	TRANSPORTATION	20年7 <b>年</b> 2日1年12日12日14
	Board Members	
	Staff	1,50
	Members and Participants	6,50
	Subjotal	8,00
72.0	Assistance to Individuals	<b>平原学生的企业</b>
	Client Services	The state of the s
	Clothing	<del></del>
734	Subtotal	<del></del>
741	INSURANCE	STATE STATE OF THE
	Vehicles	2.70
	Comprehensive Property & Liability	5,39
	O OTHER EXPENDITURES	1,19
800	INTEREST EXPENSE	<del>                                     </del>
80	Subtotal	9,29
	- Jourgian	<del> </del>



#### SPECIAL PROVISIONS

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

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

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

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

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

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

8. MaIntenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department 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 quardian.

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

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

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

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

and other information required by the Department.

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

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Exhibit C - Special Provisions



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

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

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

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

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following: 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating

the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

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

Contractor Initials CP



- 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.

Contractor Initials CP

Date 5-31-14



### **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 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.
- 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.

Contractor Initials CP
Date 5-31-16

# New Hampshire Department of Health and Human Services Exhibit D



## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

## ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initlels <u>cp</u>

Date <u>5-31-16</u>

## New Hampshire Department of Health and Human Services Exhibit D



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

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

- 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

May 31st 2016

Claire l'eddle ; Treasurer Name: Title:

Contractor Initials

Date 5-31-18

# New Hampshire Department of Health and Human Services Exhibit E



### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

MAY315+2016

Claire Peddle: Treasurer

Title:

Exhibit E - Certification Regarding Lobbying

Page 1 of 1

Contractor initials CP
Date 6-31-16

CUDAHS2110713

# New Hampshire Department of Health and Human Services Exhibit F



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

### INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials CP
Date 5-31-10

# New Hampshire Department of Health and Human Services Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

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

MAY315 2016

Claire reddle: Treasurer

Contractor Initials CP
Date 5-31-16

# New Hampshire Department of Health and Human Services



### 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 Whistlebiower 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.

Contractor Initials \_\_\_\_ Certification of Compliance with requirements perfairing to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations

R/37/114 Rev. 10/21/14 and Whisteblower protections Page 1 of 2

# New Hampshire Department of Health and Human Services



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:

MAY315 2016

ier Peddle: TREASURER

Contractor Initials

Contractor Initials

Contractor Initials

Contractor Initials

# New Hampshire Department of Health and Human Services Exhibit H



### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Name: Title:

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials <u>CP</u>
Date <u>5-31-</u>/6



# HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

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

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164,501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

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

Contractor Initials \_\_\_\_\_\_

Date 5-31-/6



- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
   Act.
- (2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>
- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - For the proper management and administration of the Business Associate:
  - II. As required by law, pursuant to the terms set forth in paragraph d, below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Contractor Initials \_\_\_\_\_\_\_



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

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

## (3) Obligations and Activities of Business Associate.

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

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

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

Contractor Initials \_\_\_\_\_\_\_\_\_

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

- f. Within five (5) business days of receipt of a written request from Covered Entity. Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- Within ten (10) business days of receiving a written request from Covered Entity, g. Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to i. such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164,528.
- k. in the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Date 5-31-16



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

## (4) Obligations of Covered Entity

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

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

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

### (6) Miscellaneous

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6 Contractor Initials <u>CF</u>

Date 6-3/-/6

### New Hampshire Department of Health and Human Services



### Exhibit!

- e. <u>Segregation</u>. If any term or condition of this Exhibit 1 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 1 are declared severable.
- f. <u>Survival</u>. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit 1.

Department of Hearth & Honor services	HEARTS PSA
The State	Name of the Contractor
745-8FX	Clave Ceddle
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fix	Claire Peddle
Name of Authorized Representative	Name of Authorized Representative
Director	TREASURER
Title of Authorized Representative	Title of Authorized Representative
6/6/16	MAY 315 2016
Date	Date

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 8 of 8

Contractor Initials CP

Dale 5-31-14

### New Hampshire Department of Health and Human Services Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

MAY31 2016

Claire Peddle; Treasurer.

## New Hampshire Department of Health and Human Services Exhibit J



## FORM A

be:	below listed questions are true and accurate.	ne General Provisions, I certify that the responses to the	:
1.	1. The DUNS number for your entity is: $03$	1182255/6KED9 (SAMS)	
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?		
		s	
	If the answer to #2 above is NO, stop here		
	If the answer to #2 above is YES, please a	inswer 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 Securitie Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?		
	NOYE	s	
	If the answer to #3 above is YES, stop here	e	
	If the answer to #3 above is NO, please an	swer 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 <sup>.</sup>	Amount:	

# New Hampshire Department of Health and Human Services Peer Support Services

# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services Contract

This 2<sup>nd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Consumer Advisory Board, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 328 Union Avenue Laconia, NH 03247.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) as amended on June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,355,548.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- Delete Exhibit A Amendment #1, Scope of Services in its entirety and replace with Exhibit A -Amendment #2, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2.
- 7. Add Exhibit B-4 Amendment #2, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.



# New Hampshire Department of Health and Human Services Peer Support Services

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

My Commission Expires:



# New Hampshire Department of Health and Human Services Peer Support Services

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

OFFICE OF THE ATTORNEY GENERAL

5/37/2019 Date	Name: Wany Smith
I hereby certify that the foregoing Amendme the State of New Hampshire at the Meeting	ent was approved by the Governor and Executive Council of on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:



## **Scope of Services**

# 1. Provisions Applicable to All Services

- 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.
- The Contractor agrees that, to the extent future legislative action by the New Hampshire 1.2. 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.
- The Contractor agrees to provide peer support services in accordance with NH Administrative Rule He-M 402, Peer Support, that will:
  - Increase quality of life for persons living with mental illness in NH. 1.3.1.
  - Increase hope for and belief in the possibility of recovery for persons living 1.3.2. with mental illness in NH.
  - Increase choice regarding the services and supports available to persons 1.3.3. living with mental illness in NH.
  - Provide alternatives to and reduce the use of more restrictive and expensive 1.3.4. services such as hospitalization.
  - Increase social connectedness for persons living with mental illness in NH. 1.3.5.
  - Increase satisfaction with peer support services. 1.3.6.
- 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 at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 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.
- The Contractor agrees that if the performance of services involves the collection, 1.6. transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- The Contractor shall provide in-house and community based services for Region III and IV as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement.

## 2. Definitions

Board of Directors means the governing body of a nongovernmental Peer Support Agency.

Contractor Initials: <u>M</u>



- Consumers are any individual, 18 years of age or older, who self identifies as a 2.2. recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- Culturally Competent means having attained the knowledge, skills, and attitudes 2.3. necessary to provide effective supports, services, education and technical assistance to the populations in the I served by the Contractor.
- Business Days are defined as Monday through Friday, excluding Saturday and 2.4. Sunday.
- Guests are any persons who are invited to visit the Peer Support Agency by a member, 2.5. participant, or the Peer Support Agency.
- Homeless is (1) an individual or family who lacks a fixed, regular, and adequate 2.6. 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.
- Management staff means staff that is responsible for supervising other staff and 2.7. volunteers affiliated with the program.
- Members are any consumers, who have made an informed decision to join, and agree 2.8. to, abide by, and support the goals and objectives of peer support services.
- Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of 2.9. 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) intellectual disability; (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 self-identify as having 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. Serious Mental Illness (SMI) 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.

## 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 including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize 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.



- Provide in-house and community-based services according to 3 1.1.5. the Deliverables in Subsection 12.1 through 12.2.5.
- Provide outreach by face-to-face or by telephone contact with 3.1.1.6. consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- Provide monthly newsletters published by the peer support 3.1.1.7. 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.
- Distribute the Newsletters to the members and other interested 3.1.1.8. parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- Provide Monthly Education Events and Presentations of 3.1.1.9. 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:
  - Rights Protection, 3.1.1.9.1.
  - 3.1.1.9.2. Peer Advocacy,
  - 3.1.1.9.3. Recovery,
  - Employment, 3.1.1.9.4.
  - Wellness Management, and 3.1.1.9.5.
  - Community Resources. 3.1.1.9.6.
- Provide at least 5 days prior to the beginning of the month, to the 3.1.1.10. Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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.
- Provide Individual Peer Assistance by assisting adults to: 3.1.1.11.
  - 3.1.1.11.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - Support individuals who are identifying problems by 3.1.1.11.2. assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.11.3. Promote self-advocacy.
- Provide Employment Education by assisting members with: 3.1.1.12.

Contractor Initials: MM

Date: 527-19



- maintaining and 3.1.1.12.1. Information obtaining on competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited).
- 3.1.1.12.2. Referrals to community mental health centers employment programs.
- 3.1.1.12.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- Inform the members and general public about the peer supports 3.1.1.13. and wellness services available and 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.
- Inform local human service providers and the general public 3.1.1.14. about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- Provide training and technical assistance to help consumers on 3.1.1.15. 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.
- Invite guests to participate in peer support activities. 3.1.1.16.
- Provide residential support services as needed by members and 3.1.1.17. 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.
- Maintain at least a monthly schedule of peer support and 3.1.1.18. wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- The Contractor shall provide transportation services to members, participants and 3.2. quests as follows:
  - Through use of a Contractor-owned or leased vehicle, the Contractor will: 3.2.1.
    - Transport members, participants, guests to and from their homes 3,2,1,1, and/or the Contractor's peer support agency to participate in activities such as but not limited to:
      - Peer Support Services. 3.2.1.1.1.
      - Wellness and Recovery Activities. 3.2.1.1.2.
      - Annual Conferences. 3.2.1.1.3.
      - Regional Meetings. 3.2.1.1.4.



- 3.2.1.1.5. Council Meetings.
- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 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 Regions 3, 4, 6, and 7, 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 is 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 3 and 4, and services for consumers statewide.
- 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.



- The Contractor agrees to provide a physical location/building to provide peer support 4.3. services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - A building in compliance with local health, building and fire safety codes. 4.3.1.
  - A building that is maintained in good repair and be free of hazard. 4.3.2.
  - A building that includes: 4.3.3.
    - At least one indoor bathroom which includes a sink and toilet. 4.3.3.1.
    - At least one telephone for incoming and outgoing calls. 4.3.3.2.
    - A functioning septic or other sewage disposal system. 4.3.3.3.
    - A source of potable water for drinking and food preparation as 4.3.3.4. follows:
      - If drinking water is supplied by a non-public water 4 3 3.4.1. system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - If the water is not approved for drinking, an 4.3.3.4.2. alternative method for providing safe drinking water shall be implemented.

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

- 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.
- The Contractor will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- The Contractor agrees that the membership application shall state the minimum 5.3. engagement policy, suspension of membership policy, rules of membership, and that the consumer supports the mission of the Peer Support Agency.
- The Contractor agrees to provide services in this Contract to any consumers who are 5.4. non-members or members participating in services.

# 6. Staffing Requirements for a Peer Support Agency

- The Contractors shall employ an executive director who:
  - Is appointed by the board of directors. 6.1.1.
  - Is employed by the Contractor and is supervised by the board of directors in 6.1.2. accordance with the published job description and competitive application process.
  - Has at a minimum the following qualification: 6.1.3.
    - One year of supervisory or management experience, and 6.1.3.1.



- 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
  - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
  - 6.1.3.1.3. 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.
- 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 to the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

## 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 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.
  - 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).
  - 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.



- The Contractor shall complete a staff development plan annually with each staff person 7.6. 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.
- The Contractor shall conduct or refer staff to training activities that address objectives 7.7. for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- The Contractor agrees to maintain documentation in files of the staffs completed 7.8. trainings and certifications.
- 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:
  - Peer Support. 7.9.1.
  - Warmline. 7.9.2.
  - Facilitating Peer Support Groups. 7.9.3.
  - Sexual Harassment. 7.9.4.
  - Member Rights. 7.9.5.
- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.

Lakes Region Consumer Advisory Board

Exhibit A - Amendment #2

Contractor Initials: MD

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- 7.16. The Contractor shall 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 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

- The Contractor shall establish and maintain a status as a Peer Support Agency by:
  - Being incorporated with the Secretary of State's Office as a non-for-profit 8.1.1. agency.
  - Having a plan for governance that requires a Board of Directors who: 8.1.2.
    - Have the responsibility for the entire management and control of 8.1.2.1. the property and affairs of the corporation.
    - Have the powers usually vested in the board of directors of a 8.1.2.2. non-for-profit corporation.
    - Are comprised of no fewer than 9 individuals with at least 51% 8.1.2.3. of the individuals who self-identify as consumers.
    - Less 20% of the board members are related by blood, marriage, 8.1.2.4. or cohabitation to other board members.
    - Establish and maintain the bylaws that include, but are not 8.1.2.5. limited to:
      - Responsibilities and powers of the Board of 8.1.2.5.1. Directors.
      - Term limits for the board of director officers that 8.1.2.5.2. shall not allow more than 20% of the board members to serve for more than 6 consecutive vears.
      - Nominating process that actively recruits diverse 8.1.2.5.3. individuals whose skills and life experiences will serve the needs of the agency.
      - A procedure by which inactive peer support agency 8.1.2.5.4. members are removed from the peer support agency board.
  - The Contractor shall submit to the Department within 5 days, a corrective action plan 8.2. with time frames when the Board of Directors membership falls below the required minimum of nine (9).
  - The Contractor shall submit to the Department and NH Department of Justice, Division 8.3. 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).
- The Contractor shall have written descriptions outlining the duties of the members and 8.4. officers of the board of directors. Contractor Initials:

Lakes Region Consumer Advisory Board

Exhibit A - Amendment #2



- The Contractor shall have a documented Orientation Process and Manual for the 8.5. members and officers of the board of directors.
- The Contractor shall have annual trainings related to the members and officers of the 8.6. Board of Directors roles and responsibilities, including fiduciary responsibilities.
- The Contractor's Board of Directors shall have fiduciary responsibility for the agency 8.7. including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - Cash Management including cash receipts, cash disbursements, and petty 8.7.1. cash.
  - Accounts Payable/Receivable Procedures, payroll, and fixed assets. 8.7.2.
  - Internal Control Procedures. 8.7.3.
  - Expense Reimbursement and Advance Policy. 8.7.4.
- The Contractor shall have open attendance to peer support agency members during a 8.8. portion of a board meeting.
- The Contractor shall publish the times and locations of Board of Director meetings in 8.9. an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
  - 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 make the minutes available to the Department, as requested.
  - 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 shall 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



- The Contractor shall support the recruitment and training of individuals for serving on 9.1. 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.
- The Contractor's Executive Director, or designee, shall attend the Department's 9.2. monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- The Contractor shall meet at least two (2) times per year, with other regional community 9.3. support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- The Contractor shall submit to the Department written documentation demonstrating 9.4. 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - Date of written grievance. 10.1.1.2.
    - Nature/subject of the grievance. 10.1.1.3.
    - A method to submit an anonymous complaint. 10.1.1.4.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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.
  - A process to attempt to resolve every grievance for which a formal 10.1.6. investigation is requested.
  - 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.
  - 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. Reporting

11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.

Contractor Initials: <u>M</u>

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- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.
    - 11.2.3.1. 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.
- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.
- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11.5.5. The total number of unduplicated participants served on a daily basis.
  - The total number of current members, defined as only those members who 11.5.6. have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:
    - 11.5.10.1. On-site; and/or
    - 11.5.10.2. In the community.
- 11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:

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- 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
- 11.6.2. A plan for how the Contractor shall increase the unduplicated numbers served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
- 11.6.3. Monthly in-house schedules/calendars and newsletters.
- 11.6.4. Quarterly revenue and expenses by cost, category and locations.
- 11.6.5. Quarterly Capital Expenditure Report.
- 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

## 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.
  - 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
    - 12.1.2.1. IPS.
    - 12.1.2.2. WRAP.
    - 12.1.2.3. WHAM.
    - 12.1.2.4. Setting boundaries.
    - 12.1.2.5. Positive thinking.
    - 12.1.2.6. Wellness
    - 12.1.2.7. Stress management.
    - 12.1.2.8. Addressing trauma.
    - 12.1.2.9. Reduction of negative or intrusive thoughts.
    - 12.1.2.10. Management of emotional states including, but not limited to:
      - 12.1.2.10.1. Anger.
      - 12.1.2.10.2. Depression.
      - 12.1.2.10.3. Anxiety.
      - 12.1.2.10.4. Mania
  - 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
    - 12.1.3.1. Smoking cessation.
    - 12.1.3.2. Weight loss.
    - 12.1.3.3. Nutrition/Cooking.

Contractor Initials: DM Date: 5.33.19



# Exhibit A - Amendment #2

- 12.1.3.4. Physical exercise.
- 12.1.3.5. Mindfulness activities including, but not limited to:
  - 12,1,3.5.1. Yoga.
  - 12.1.3.5.2. Meditation.
  - 12.1.3.5.3. Journaling.
- 12.1.4. A minimum of four (4) activity groups per week that that provide positive skillbuilding activities which may include, but are not limited to:
  - 12.1.4.1. Arts and crafts.
  - 12.1.4.2. Music expression.
  - 12.1.4.3. Creative writing.
  - 12.1.4.4. Cooking.
  - 12.1.4.5. Sewing.
  - 12.1.4.6. Gardening.
  - 12.1.4.7. Movies.
- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:
  - 12.3.1. Providing 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 including, but not limited to:
    - Local psychiatric hospitals. 12.3.1.1.
    - 12.3.1.2. Local mental health clinics.
    - Local community events. 12.3.1.3.

Contractor Initials:  $\frac{\beta M}{Date: 5.23 \cdot M}$ 



# Exhibit A - Amendment #2

- 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
  - 12.3.2.1. Rights protection.
  - 12.3.2.2. Peer Advocacy.
  - 12.3.2.3. Recovery.
  - 12.3.2.4. Employment.
  - 12.3.2.5. Wellness Management.
  - 12.3.2.6. Community Resources.

# 13. Quality Improvement

- 13.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department, All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.
- 13.2. The Contractor shall participate in quality assurance reviews as follows:
  - 13.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.2.2. Ensure the Department is provided with access that includes but is not limited
    - 13.2.2.1. Data.
    - 13.2.2.2. Financial records.
    - Scheduled access to Contractor work sites/locations/work 13.2.2.3. spaces and associated facilities.
    - Unannounced access to Contractor work sites/locations/work 13.2.2.4. spaces and associated facilities.
    - Scheduled phone access to Contractor principals and staff. 13.2.2.5.
- 13.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 13.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 13.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 13.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.3.4. Review of personnel files for completeness.
  - 13.3.5. Review of complaint process.

Contractor Initials: PM Date: 523 P7

# New Hampshire Department of Health and Human Services Peer Support Services



# Exhibit A - Amendment #2

13.4. The Contractor shall 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.

Contractor Initials: <u>PM</u>

Date: 5:33.19

#### Exhibit B - Amendment #2



# **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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93.778).
- 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.
- Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor based upon cost reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-4 – Amendment #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 set forth in Section 5.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5 as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- 7. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 7.2. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each Department-approved invoice for Contractor services provided pursuant to this Agreement.
  - 7.3. The invoice must be submitted to:

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

Lakes Region Consumer Advisory Board

Exhibit B – Amendment #2

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# New Hampshire Department of Health and Human Services Peer Support Services



### Exhibit B - Amendment #2

- 8. The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 9. The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 10. 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.
- 11. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 12. 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.
- 13. Funding may not be used to replace funding for a program already funded from another source.
- 14. 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.
- 15. 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.
- 16. 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.

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# SFY 2020 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Lakes Region Consumer Advisory Board, Inc.

Budget Request for: Peer Support Services - Region III & IV

Budget Period: SFY20 (7/1/19 through 6/30/20)

Budget Period:	: SFY20 (7/1/19 through 6/30/20)	
Hue Rem Budget	man P	
Reference Rumber	The Item Subject Description	Tefel /metud
	PERSONNEL COSTS	
	Salary & Wages	188,094
	Employee Benefit	33,535
603	Payroll taxes	14,389
	Subtotal	236,018
	PROFESSIONAL FEES	
	Accounting	0
	Audit Fees	8,750
	Legal Fees	0
627	Other Professional Fees and Consultants	0
***	Subtotal	8,750
	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	500
	In-Service Training	3,000
	Conferences and Conventions	
634	Other Staff Development	0 2500
	Subtotal	3,500
	OCCUPANCY COSTS	
641	· · · · · · · · · · · · · · · · · · ·	24,000
	Mortgage Payments	0
	Heating Costs	5,500
	Other Utilities	7,045
	Maintenance and Repairs	3,450
<del></del>	Taxes	0
647	Other Occupancy Costs	500
	Subtotal	40,495
	CONSUMABLE SUPPLIES	
	Office	3,000
	Building/Household	3,000
	Rehabilitation/Training	0
	Food	1,777
657	Other Consumable Supplies	0
	Subtotal	7,777
	Other Expenses	
	CAPITAL EXPENDITURES	0
	DEPRECIATION	0
	EQUIPMENT RENTAL	4,235
	EQUIPMENT MAINTENANCE	0
	ADVERTISING	500
	PRINTING	200
	TELEPHONE/COMMUNICATIONS	10,500
730	POSTAGE/SHIPPING	226
	Subtotal	15,661
740		
741		200
	Staff	8,500
743		4,052
	Subtotal	12,752
750		AND AND THE CONTRACTOR
	Client Services	0
752		0
	Subtotal	(4.00204.00.00.00.00.00.00.00.00.00.00.00.00.0
	INSURANCE	
761		1,585
	Vehicles	4,055
	Comprehensive Property & Liability	4,818
	OTHER EXPENDITURES	2,000
801		
	Subtotal	12,458
T	OTAL PROGRAM EXPENSES	\$337,411
·	Evhibit B 4 Amendment #2	+,



# **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45. Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI). Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials <u>FV</u>

Date 5.23.

V5. Last update 10/09/18

Exhibit K DHHS Information Security Requirements Page 1 of 9

# **A**

# **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

# I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials M

Exhibit K
DHHS Information
Security Requirements

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Date 523-19

# Exhibit K



# **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

# METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks, End User may not transmit Confidential Data via an open

Contractor Initials

# Exhibit K



# **DHHS Information Security Requirements**

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

## A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information
Security Requirements
Page 4 of 9

# Exhibit K



# **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

# B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable. regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials

Contractor Initials P07

# **DHHS Information Security Requirements**



- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



# **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

5:13.4

# Exhibit K



# **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

# V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials PM

# **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# 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 LAKES REGION CONSUMER ADVISORY BOARD is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 19, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 196694

Certificate Number: 0004502597



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April A.D. 2019.

William M. Gardner Secretary of State

# **CERTIFICATE OF VOTE**

, Alan Jones	, do hereby certify that:
(Name of the elected Officer of the Agency; ca	
1. I am a duly elected Officer of Lakes Region Co	onsumer Advisory Board
(Agen	cy Name)
2. The following is a true copy of the resolution duly ad	opted at a meeting of the Board of Directors of
the Agency duly held on February 28, 2019 (Date)	
RESOLVED: That the President of the Board	d
(Title of Contr	act Signatory)
is hereby authorized on behalf of this Agency to enter execute any and all documents, agreements and other or modifications thereto, as he/she may deem necessar	instruments, and any amendments, revisions,
3. The forgoing resolutions have not been amended or	revoked, and remain in full force and effect as of
the 23 day of May Date Amendment Signed), 2019.	
4. Patricia Mahon is the duly e	President of the Board (Title of Contract Signatory)
of the Agency.	(Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE	(Signature di das Elected Silicoli)
<del>-</del>	
County of Belkmap	22 May 19
The forgoing instrument was acknowledged before me	e this day of, 20,
By <u>Olan Jone S</u> (Name of Elected Officer of the Agency)	GLA Maney
	(Motary Public/J <del>ustice of the Peace)</del>
(NOTARY SEAL) 0/3/10	Jennifer L Moonly
Commission Expires:	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2019

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

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

THIS CALCHICAGE GOES HOT COME! THE TO THE CONTROL	CÓNTA NAME:	CT Vivian Pine	ette			
PRODUCER				FAX (A/C, No):	(603) 6	45-4331
E-MAIL Expression Com						
1100 Elm Street	ADDRE	.00.			T	NAIC #
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Manchester		Massa la				25011
INSURED	INSURE	EN D .		<del></del>		
Lakes Region Consumer Advisory Board, DBA: 0	Cornerbridge INSURE	ER C :			∤	
P.O. Box 304	INSUR	ERD:				
	INSURI	ERE:		<u> </u>		
Laconia	NH 03247 INSURI	ERF:			}	1
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LIST INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE LUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SE	OR CONDITION OF ANY CONTR NICE AFFORDED BY THE POLIC	(ACT OR OTHER CIES DESCRIBED CED BY PAID CL	) HEREIN IS SU AIMS.	MILL KESKERLING MURCH IL	HIS	
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Commission				MED EXP (Any one person)	\$ 5,00	00
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			¦	GENERAL AGGREGATE	s 3,000,000	
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POLICY JECT LOC					\$	
OTHER: AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000
ANYAUTO				BODILY INJURY (Per person)	\$	-
OWNED SCHEDULED PH	PK1964604	05/01/2019	05/01/2020	BODILY INJURY (Per accident)	3	
AUTOS ONLY AUTOS NON-OWNED				PROPERTY DAMAGE (Per accident)	\$	
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CENIMO-MACE.				7.55(NEOR1) E	5	
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AND EMPLOYERS' LIABILITY Y/N		1		E.L. EACH ACCIDENT	\$ 500	1,000
1 D TOFFICER/MEMBER EXCLUDED:	WC3407142 (3a.) NH	04/01/2019	04/01/2020	E.L. DISEASE - EA EMPLOYEE	s 500	000,0
(Mandatory in NH) If yes, describe under					\$ 500	0.000
DESCRIPTION OF OPERATIONS below	<u> </u>	<del>  -</del>		E.L. DISEASE - POLICY LIMIT		
All Officers Included Under WC Coverage		1				
<u> </u>						
	1		nana la vasculucat			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, A	dditional Remarks Schedule, may be	attached if more s	pace is required)			
1						

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

# Lakes Region Consumer Advisory Board Mission Statement

The Lakes Region Consumer Advisory Board is the foundation for US to reach our goals and change our lives by changing the perception we have of ourselves as we relate to larger community and the perception the larger community has of US.

We are people learning to work strategies of Recovery, Wellness, and Empowerment.

Lakes Region Consumer Advisory Board is a Peer Support network enabling US to reach our goals and change our lives by nurturing our personal strengths.

Our vision is to create a culture that promotes personal responsibility for Recovery, Wellness, Empowerment, and Advocacy for oneself and others while acknowledging the dive right we have as Human Beings.

# LAKES REGION CONSUMER ADVISORY BOARD FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION Years Ended June 30, 2018 and 2017

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# ROWLEY & ASSOCIATES, P.C.

### CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

# INDEPENDENT AUDITORS' REPORT

To the Board of Directors Lakes Region Consumer Advisory Board Laconia, New Hampshire

We have audited the accompanying financial statements Lakes Region Consumer Advisory Board (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2018 and 2017 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

# Management's Responsibility for the Financial Statements

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

# Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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 of 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 opinion.

# Opinion

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

# DRAFT

Rowley & Associates, P.C. Concord, New Hampshire October 29, 2018

# LAKES REGION CONSUMER ADVISORY BOARD STATEMENT OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

ASSETS	2018	2017		
CURRENT ASSETS				
Cash	\$ 33,073	\$ 8,477		
Cash, BMHS refundable	111,467	130,901		
Security deposit	2,000	2,000		
Prepaid expenses	7,548	5,660		
Total Current Assets	154,088	147,038		
PROPERTY AND EQUIPMENT, at cost				
Building and land	175,865	149,475		
Equipment	53,041	53,041		
Furniture and fixtures	13,689	12,189		
Total property & equipment	242,595	214,705		
Less accumulated depreciation	135,520	126,273		
•	107,075	88,432		
Total Assets	261,163	235,470		
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable and accrued expenses	36,653	19,518		
Total Current Liabilities	36,653	19,518		
LONG-TERM LIABILITIES				
Refundable BMHS advance	111,467	130,901		
Security deposit	850	850		
Total Long-Term Liabilities	112,317	131,751		
ATOM A COUTO				
NET ASSETS Unrestricted	112,193	84,201		
Total Liabilities and Net Assets	\$ 261,163	\$ 235,470		

# LAKES REGION CONSUMER ADVISORY BOARD STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS YEARS ENDED JUNE 30, 2018 AND 2017

	2018	2017		
REVENUES, GAINS AND OTHER SUPPORT				
Grant income	\$ 358,165	\$ 298,529		
Donations	5	-		
Interest income	20	17		
Rental Income	9,350	7,050		
Total support and revenue	367,540	305,596		
EXPENSES				
Program	320,618	285,447		
Management & general	8,857	8,154		
Rental unit expense	10,072	11,573		
Total expenses	339,548	305,174		
Increase in net assets	27,992	422		
Net assets, beginning of year	84,201	83,779		
Net assets, end of year	<u>\$ 112,193</u>	\$ 84,201		

# LAKES REGION CONSUMER ADVISORY BOARD STATEMENTS OF CASH FLOWS YEARS ENDED JUNE 30, 2018 AND 2017

	2018		2017		
THE STATE OF THE PROPERTY OF THE STATE OF TH					
CASH FLOWS FROM OPERATING ACTIVITIES			_		
Increase in net assets	\$	27,992	\$	422	
Adjustments to reconcile excess of revenue and support					
over expenses to net assets provided by operating activities		0.047		8,889	
Depreciation		9,247		0,009	
(Increase) decrease in operating assets				_	
Accounts receivable		/1 000)		1,180	
Prepaid expenses		(1,888)		1,100	
Increase (decrease) in operating liabilities		157 125		414	
Accounts payable and accrued expenses		17,135		414	
Security deposits		-		850	
Refundable BMHS advance		20,916		40,097	
BMHS funds transferred to other agency		(40,350)		(20,025)	
Net Cash Provided By Operating Activities		33,052		31,827	
CASH USED BY INVESTING ACTIVITIES,				(+ 0 + <del>-</del> )	
Purchases of property and equipment		(27,890)	. —	(3,847)	
CASH USED BY FINANCING ACTIVITIES,					
Repayments of long-term notes payable				(3,329)	
Net Increase in Unrestricted Cash		5,162		24,651	
Not morease in omostrood ousin		•			
Unrestricted Cash, Beginning of Year		139,378		114,727	
Unrestricted Cash, End of Year		144,540		139,378	
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATIO	N				
Cash paid during the year for:					
Interest		34	<u>\$</u>	32	

# NOTE 1 NATURE OF ORGANIZATION

Lakes Region Consumer Advisory Board (LRCAB) is a nonprofit organization incorporated under the laws of the State of New Hampshire on October 19, 1993. Its mission is to provide peer support to those who are currently receiving or have received mental health services and to empower them to control their own lives and to influence the resources that affect their lives. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

# NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of LRCAB is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of LRCAB's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

# **Basis of Accounting**

The financial records for LRCAB are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

### **Financial Statement Presentation**

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

<u>Unrestricted net assets</u> are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. LRCAB had \$112,193 and \$84,201 in unrestricted net assets as of June 30, 2018 and 2017, respectively.

<u>Temporarily restricted net assets</u> are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of LRCAB. LRCAB had no temporarily restricted net assets as of June 30, 2018 and 2017.

<u>Permanently restricted net assets</u> include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by LRCAB LRCAB had no permanently restricted net assets as of June 30, 2018 and 2017.

# NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

# Cash equivalents

For purposes of the statement of cash flows, LRCAB considers cash on hand, deposits in banks and investments to be cash equivalents.

# Support and revenue

Lakes Region Consumer Advisory Board receives support primarily through grants from the Federal Government and the State of New Hampshire.

# Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$9,247 and \$8,889 for the years ended June 30, 2018 and 2017, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Building & Improvement	27.5 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

# Functional allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

# Accounts Receivable

Accounts receivable are comprised of amounts due from customers for services provided. LRCAB considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

# Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was \$307 and \$493 for the year ended June 30, 2018 and 2017, respectively.

# NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

## Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

### Income tax status

LRCAB is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

# **In-Kind Contributions**

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to LRCAB's program services. These services are not included in donated materials and services because the value has not been determined.

# **Donated Materials and Services**

It is the intent of LRCAB to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2018 and 2017, there were no donated goods or services.

# NOTE 3 ECONOMIC DEPENDENCY

LRCAB currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2018 and 2017, the State grants made up 97% and 97% of LRCAB's total support.

# NOTE 4 LEASES

LRCAB leases premises in Concord, New Hampshire. In February 2008, LRCAB's lease expired and they are currently operating on a month to month basis. The current lease payment is \$2,000 per month. Rent expense was \$24,000 for the years ended June 30, 2018 and 2017. There is no future required minimum required rent expense.

# NOTE 5 REAL ESTATE RENTAL

The organization continued to operate under a month-to-month basis until October 2016. In February LRCAB entered a one-year lease with tenants, expiring January 2018. The Organization continues to operate under a month-to-month basis. Total rental income was \$9,350 \$7,050 for the years ended June 30, 2018 and 2017. There is no future minimum rental income.

# NOTE 6 LINE OF CREDIT

LRCAB has a \$10,000 line of credit with Laconia Savings Bank. The interest rates as of June 30, 2018 and 2017 were 6.25% and 5.50%, respectively. Interest payments are required monthly. The line of credit expires December 2020. There was no principal balance as of June 30, 2018 and 2017, respectively.

# NOTE 7 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses LRCAB for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$2,590 and \$1,978 in retirement contributions for the years ended June 30, 2018 and 2017, respectfully.

# NOTE 8 SUBSEQUENT EVENT

Management has evaluated subsequent events through October 29, 2018, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

# NOTE 9 SUBSEQUENT EVENT

Management has evaluated subsequent events through October 29, 2018, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

# NOTE 10 TAX EXEMPT STATUS

LRCAB is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2017, 2016, and 2015 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

# ROWLEY & ASSOCIATES, P.C.

# CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N, STATE STREET CONCORD, NEW HAMPSHIRE 03301 TELEPHONE (603) 228-5400 FAX # (603) 226-3532

MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

# INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees Lakes Region Consumer Advisory Board Laconia, New Hampshire

Our report on our audit of the basic financial statements of Lakes Region Consumer Advisory Board as of and for the year ended June 30, 2018 and 2017 our report dated October 29, 2018, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

DRAFT
Rowley & Associates, P.C.
Concord, New Hampshire
October 29, 2018

# LAKES REGION CONSUMER ADVISORY BOARD STATEMENT OF FUNCTIONAL EXPENSES YEAR ENDED JUNE 30, 2018 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2017

	Program Services	Management & General	Rental Unit Costs	Total 2018	2017
Wages	\$ 177,522	\$ -	\$ -	177,522	\$ 158,329
Employee benefits	21,207	-	_	21,207	17,367
Rent	24,000	-	-	24,000	24,000
Payroll taxes	13,712	-	-	13,712	12,080
Supplies	5,746	-	-	5,746	6,214
Telephone	7,745	-	2,865	10,610	11,188
Utilities	10,453	-		10,453	9,726
Workers compensation	2,694	-	997	3,691	7,872
Insurance	6,186	710	3,245	10,141	9,963
Repairs and maintenance	13,306	-	-	13,306	4,721
Interest expense	_	-	-	-	32
Food	4,274	-	-	4,274	3,542
Audit fees	-	7,500	-	7,500	7,500
Other expenses	1,477	-	-	1,477	777
Travel	9,209	-	-	9,209	7,693
Training	9,797	-		9,797	11,013
Depreciation	5,641	647	2,959	9,247	8,889
Equipment rental & maintenance	2,952	-	•	2,952	385
Vehicle expense	4,046	-	-	4,046	2,610
Postage	184	-	7	191	266
Bank fees	100	-	-	100	100
Advertising	307	-	-	307	493
Licenses & permits	60	-	-	60	60
Subscriptions & publications		<u>-</u>	<u> </u>		354
	\$ 320,618	\$ 8,857	\$ 10,072	\$ 339,548	\$ 305,174

# LAKES REGION CONSUMER ADVISORY BOARD STATEMENT OF ACTIVITIES BY STATE APPROVED BMHS FUNDS YEAR ENDED JUNE 30, 2018

		State Approved BMHS Funds		Non-BMHS Funds		Total	
REVENUES, GAINS AND OTHER SUPPORT			•		ф	217 015	
Grant income, current year, less surplus of \$20,916	\$	317,815	\$	-	\$	317,815	
Grant income, prior year release		40,350		-		40,350 5	
Donations		-		5		20	
Interest income		20		0.250			
Rental Income				9,350		9,350 367,540	
Total support and revenue		358,185		9,355		307,340	
EXPENSES						199 500	
Wages		177,522		-		177,522	
Employee benefits		21,207		-		21,207	
Rent		24,000		-		24,000	
Payroll taxes		13,712		-		13,712	
Supplies		5,746		*		5,746	
Telephone		10,610		-		10,610	
Utilities		10,453		-		10,453	
Workers compensation		3,691		-		3,691	
Insurance		10,141				10,141	
Repairs and maintenance		13,306		-		13,306	
Food		4,274		-		4,274	
Audit fees		7,500		-		7,500	
Other expenses		1,477		-		1,477	
Travel		9,209		-		9,209	
Training		9,797		-		9,797	
Depreciation		-		9,247		9,247	
Equipment rental & maintenance		2,952		-		2,952	
Vehicle expense		4,046		-		4,046	
Postage		182		9		19 <b>1</b> 100	
Bank fees		100		-			
Advertising		307		-		307	
Licenses & permits		60				60	
Total expenses		330,292		9,256		339,548	
Net Increase in Net Assets		27,893		99		27,992	
BMHS funds allowed for capital purchases		(27,890)		27,890			
Net assets, beginning of year				84,201		84,201	
Net assets, end of year	\$	3	\$	112,190	<u></u> \$	112,193	

# Lakes Region Consumer Advisory Board DBA CornerBridge

# Board of Directors April 24, 2019

**PRESIDENT** Trish Mahon

Chris Cheney-Rolfe

VICE PRESIDENT Alan Jones

Norman Chagnon

**SECRETARY** Becky Zinck

Raunie Amadon

TREASURER David Plummer

Joyce Ringleb

**Bob Shastany** 

# PATRICIA FANCY

### PROFESSIONAL PROFILE

A compassionate and energetic professional with 7+ years of human services industry experience. Accustomed to working in environments where accuracy and accountability are essential. Consistently model and inspire high levels of integrity. Adept at handling delicate situations requiring discretion and tact.

- High Academic Honors Recognition / Awards: Dean's List.
- Strong verbal, written and interpersonal communication skills.
- Makes decisions based on facts and experience.
- Possesses problem solving skills to facilitate problem identification and generation of alternative solutions.
- Function independently with minimal direction and guidance.
- Maintains and ensures patient privacy and confidentiality abides by HIPAA policies.
- Microsoft Office Suite / MS Excel; MS Word; MS PowerPoint.

### KEY OUALIFICATIONS

Basic Understanding of Cognitive and Emotional Crises • Intervention Strategies • Client Confidentiality Legalities
HIPAA Compliance • Community Based Referrals • Individual • Group & Community Advocacy
Critical Thinking & Crisis Intervention • Human Growth & Development • Individual & Family Life Cycles
Self-Care Strategies • Appropriate Boundaries • Preventative & Remedial Approaches to Public Health
Planning & Coordination for Vulnerable Populations • Social Welfare Systems Competencies
Cultural Diversity & Social Group Dynamics • Ethical & Value System Identification

### **EDUCATION**

Ultimate Medical Academy | Associate of Science Degree - Health and Human Services, 2019

#### PROFESSIONAL EXPERIENCE

Lakes Region Consumer Advisory Board - Laconia, NH

10/2014 - Present

### **Executive Director**

- Supervise and lead the advisory board and 14+ employees.
- Create and implement agency policies and procedures.
- Set goals and establish direction for the organization.
- Ensure effective communication and organizations abilities.
- Complete administrative and financial tasks for the organization.
- Train employees on organization policies and procedures.
- Reviewed records and reports about activities such as production, payroll, and performance.
- Supervised the work of employees to ensure adherence to quality standards, deadlines, and proper procedures, correcting errors and problems.

Lakes Region Consumer Advisory Board - Concord, NH

12/2011 - 10/2014

### Program Director

- Practiced intentional peer support and modeled and empowered consumer for advocacy.
- Evaluated employees' job performance and conformance to regulations and recommend an appropriate personnel action.
- Trained instruct employees in job duties and company policies.
- Provided employees with guidance in handling difficult and complex problems.

Easter Seals | Social Services Organization - Bow, NH

03/2006 - 04/2011

### Direct Support Associate

- Ensured a safe practice of medication administration.
- Provided a safe and comfortable environment and integrated individuals in their community.
- Remained knowledgeable on the best care practices for developmental and mentally disabled adults.

# Donna Mailhot-Dornhofers

**Objective:** Empathetic, caring professional with strong social service and administrative background seeking a work environment that will allow me to utilize my care giving experience and supervisory skills

#### Skills and Qualifications:

- Responsible for all office administration and accounting procedures and duties, sales, customer service and merchandise display.
- · Over five years experience in scheduling, tracking progress, writing reports, and organizing documentation.
- · Expertise in business practices and procedures.
- · Mentoring, building, and motivating strong and effective teams and relationships.
- Trouble shooting and solving complex problems.
- · Skilled in Microsoft Word, Excel, Outlook, and PowerPoint.
- Customer service with the ability to develop and manage plans and programs to meet needs.
- · Analyzing and organizing data.
- · Sales and marketing.
- Instruct students; develop customized learning plans, collaborated with other teachers, service providers and families to ensure the success of students.
- Developed and implemented individualized programs for specialized client base including creating and maintain jobs with local area community businesses.
- Collaborated with other agencies to provide high quality services.
- · Provide direct care services to patients in a psychiatric hospital setting.
- Facilitate discussions and develop relationships with members in peer support and the community.
- · Share personal experience and encourage mental health wellness and recovery.
- · Work cooperatively to maintain a clean and safe environment.
- · Provide transportation to program, fieldtrips and meetings using company van.

# **Employment History:**

Program Director, Lakes Region Consumer Advisory Board	5/17-Present
Concord Peer Support, Concord NH	
Peer Member Advocate, Concord Peer Support	9/15-5/17
Mental Health Worker II, NH State Hospital	5/13-8/13
Sole Proprietor, Mosaica Eclectic Furnishings, Epsom NH	8/02-6/13

# **Kristy Jones**

# Work Experience

Lakes Region Consumer Advisory Board- Laconia, NH

11/18-Present

#### **Program Director**

- Supervise and maintain a staff of 5 employees
- Community liaison
- Mentor and role model Intentional Peer Support to paid peers and peers
- Maintain all certifications
- Complete all documentations that is needed for the State of NH
- Train all new staff on organization policies and procedures

Lakes Region Consumer Advisory Board-Laconia, NH

8/18-11/18

#### Peer Advocate/Van Driver

- Mentor and role model Intentional Peer Support to fellow peers
- Maintain and complete all required trainings
- Facilitate wellness and recovery groups
- Drive members to and from the center and events as needed

Mr. C's Taxi-Laconia, NH

11/16-1/19

#### Taxi Driver

- Multi tasking on the job with two way radio
- Navigation of taxi using GPS system
- Communication with public and ensuring safety of customers, self and public

Genesis Behavioral Health- Laconia, NH

3/16-9/16

#### **Janitor**

- Various cleaning duties at residential housing
- Responsible for cleaning staff offices within housing
- · Organized FDA food pantry

Labor Ready-Dover, NH

4/06-11/06

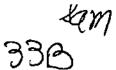
#### General Labor

- Worked in a variety of positions including traffic controller, assembly and office work
- Passed safety training and certification necessary for all positions
- Followed all safety protocol and procedures

# CONTRACTOR NAME: Lakes Region Consumer Advisory Board

# Key Personnel

Amount Paid from this Contract	% Paid from this Contract	Salary	Job Title	Name
\$42,000.00	100%	\$42,000.00	Executive Director	Patricia L. Fancy
\$28,080.00	100%	\$28,080.00	Concord Peer Support, Program Director	Donna Mailhot- Dornhofer
\$27,040.00	100%	\$27,040.00	CornerBridge, Program Director	Kristy Jones
	10076	Ψ27,040.00		





Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

May 16, 2018

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

#### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	\$528,228	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
	Totals	\$5,520,158	\$2,760,679	\$8,280,837

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His Excellency, Christopher T. Sununu and His Honorable Council Page 2 of 3

Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

#### Please see attached financial detail.

#### **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business. These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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

occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served: Statewide.

Source of funds: 44.55% 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) SM010035-18

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

·	MENTAL HEALTH BLOCK G				
		100% Federal F			
-:	<del></del>	Activity Code: 922	207143		
The Alternative Life Center					
Vendor # 068801					<del>-</del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290,15
2,018	Contracts for Prog Svs	102-500731	\$290,154	\$0	\$290,15
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	
Subtotal			\$580,308	. \$0	\$580,30
The Stepping Stone Drop-I	Contra Appropriation	· ·		<del></del>	
Vendar # 157967	Center Association	<del></del>			
		<del> </del>		Amount Increase/	Bautani Budani
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$209,790	<b>\$</b> D	\$209,79
2,018	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,79
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$-
Subtotal	<u> </u>		\$419,580	\$0	\$419,58
akes Region Consumer A	dvisory Board	<del></del>	<del></del>	, ,	<u> </u>
Vendor # 157060		<del>                                     </del>			<del></del> ·
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2,017	Contracts for Prog Sys	102-500731	\$188,183	\$0	\$188,18
2,018	Contracts for Prog Sys	102-500731	\$188,183	\$0	\$188,18
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$1
Subtotal			\$378,368	\$0	\$376,36
Monadnock Area Peer Supp	and Aganas	<del></del>	<del></del>	· · · · · · · · · · · · · · · · · · ·	
/endor # 157973	Tort Agency	<del> </del>		<del>-</del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,449
2,018	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,445
2,019	Contracts for Prog Svs	102-500731	\$0	50	\$(
Subtotal			\$292,898	\$0	\$292,89
LE A.R.T.S. Peer Support C	enter of Greater Nashua Re	gion VI	· · · · · · · · · · · · · · · · · · ·		
endor # 209287	Senter Of Greater Masilia Ke	gion vi		<del></del>	<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,860
2,018	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,860
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
Subtotal		1	\$423,720	\$0	\$423,720

On the Road to Recovery,	Inc.	_		<del></del>	<del></del> -
Vendor # 158839		<del></del>		<del>                                       </del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budge Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562		
2,018	Contracts for Prog Svs	102-500731	\$245,562		-
2,019	Contracts for Prog Svs	102-500731	\$0		
Subtotal			\$491,124		
Connections Peer Support	Center	<del>-</del>			
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budge Amount
2,017	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135.7
2,018	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135.7
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	9100,1
Subtotal			\$271,502	\$0	\$271,5
Tri-City Consumers' Action	Co-operative	<del></del>			
Vendor # 157797		<del> </del>		· · · · · · · · · · · · · · · · · · ·	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2,017	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,3
2,018	Contracts for Prog Sys	102-500731	\$102,362	<u> </u>	\$102,3
2,019	Contracts for Prog Sys	102-500731	so	\$0	<u> </u>
Subtotal			\$204,724	\$0	\$204,7
SUB TOTAL	1		รัว ก็คา วววไ	tol	P2 000 00
SUB TOTAL			\$3,060,222	\$0	\$3,060,2
	LTH AND SOCIAL SERVICES OF BEHAVIOR	AL HEALTH, PEER	MAN SVCS DEPT OF, SUPPORT SERVICES	HHS BEHAVIORAL I	
	LTH AND SOCIAL SERVICES OF BEHAVIOR	AL HEALTH, PEER 100% General Fo	MAN SVCS DEPT OF, SUPPORT SERVICES	HHS BEHAVIORAL I	
05-95-92-920010-7011 HEA	LTH AND SOCIAL SERVICES OF BEHAVIOR	AL HEALTH, PEER	MAN SVCS DEPT OF, SUPPORT SERVICES	HHS BEHAVIORAL I	
	LTH AND SOCIAL SERVICES OF BEHAVIOR	AL HEALTH, PEER 100% General Fo	MAN SVCS DEPT OF, SUPPORT SERVICES	HHS BEHAVIORAL I	
75-95-92-920010-7011 HEA The Afternative Life Center Fendor # 068801 State Fiscal Year	Class Title	AL HEALTH, PEER 100% General Fo	MAN SVCS DEPT OF, SUPPORT SERVICES	HHS BEHAVIORAL I	
D5-95-92-920010-7011 HEA The Alternative Life Center Tendor # 068801 State Fiscal Year 2,017	Class Title  Contracts for Prog Sys	AL HEALTH, PEER 100% General For Activity Code: 922	MAN SVCS DEPT OF, SUPPORT SERVICES unds 07011	HHS: BEHAVIORAL H	Revised Budget
75-95-92-920010-7011 HEA The Afternative Life Center Yendor # 068801 State Fiscal Year 2,017 2,018	Class Title	AL HEALTH, PEER 100% General For Activity Code: 922 Class Account	MAN SVCS DEPT OF, SUPPORT SERVICES unds 07011 Current Budget \$233,122	Amount Increase/ (Decrease)	Revised Budget Amount \$233,12
05-95-92-920010-7011 HEAT The Alternative Life Center Tendor # 068801 State Fiscal Year 2,017 2,018 2,019	Class Title  Contracts for Prog Sys	AL HEALTH, PEER 100% General For Activity Code: 922  Class Account 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES Inds 07011	Amount increase/ (Decrease) 50	Revised Budget Amount \$233,12
05-95-92-920010-7011 HEA  The Alternative Life Center  Tendor # 068801  State Fiscal Year  2,017  2,018	Class Title  Contracts for Prog Svs  Contracts for Prog Svs	AL HEALTH, PEER 100% General Fi Activity Code: 922  Class Account 102-500731 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES unds 07011 Current Budget \$233,122 \$233,122	Amount Increase/ (Decrease)	Revised Budget Amount \$233,11
25-95-92-920010-7011 HEA he Alternative Life Center lendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	AL HEALTH, PEER 100% General Fi Activity Code: 922  Class Account 102-500731 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES unds 07011 Current Budget \$233,122 \$233,122 \$9	Amount increase/ (Decrease)  50 50 \$0	Revised Budget Amount \$233,12
he Alternative Life Center endor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	AL HEALTH, PEER 100% General Fi Activity Code: 922  Class Account 102-500731 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES unds 07011 Current Budget \$233,122 \$233,122 \$9	Amount increase/ (Decrease)  50 50 \$0	Revised Budget Amount \$233,11
he Alternative Life Center lendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal he Stepping Stone Drop-In endor # 157967 State Fiscal Year	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	AL HEALTH, PEER 100% General Fi Activity Code: 922  Class Account 102-500731 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES unds 07011 Current Budget \$233,122 \$233,122 \$9	Amount increase/ (Decrease)  \$0 \$0 \$0 \$0 Amount Increase/	Revised Budget Amount \$233,1' \$233,1' \$456,24
he Alternative Life Center endor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal he Stepping Stone Drop-in endor # 157967 State Fiscal Year	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys	AL HEALTH, PEER 100% General For Activity Code: 922  Class Account 102-500731 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES unds	Amount Increase/ (Decrease)  Amount Increase/ (Decrease)	Revised Budget Amount \$233,1' \$233,1' \$466,24
D5-95-92-920010-7011 HEA The Alternative Life Center Fendor # 068801  State Fiscal Year  2,017 2,018 2,019 Subtotal  the Stepping Stone Drop-in endor # 157967  State Fiscal Year  2,017 2,018	Class Title  Contracts for Prog Sys	AL HEALTH, PEER 100% General Fi Activity Code: 922  Class Account 102-500731 102-500731 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES ands 07011  Current Budget \$233,122 \$233,122 \$50 \$466,244  Current Budget \$158,555	Amount increase/ (Decrease)  S0 S0 S0 S0 (Decrease)  Amount increase/ (Decrease)	Revised Budget Amount \$233,1' \$233,1' \$456,24  Revised Budget Amount \$168,55
705-95-92-920010-7011 HEA The Afternative Life Center Fendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal The Stepping Stone Drop-in Fendor # 157967 State Fiscal Year	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Center Association  Class Title  Contracts for Prog Svs	AL HEALTH, PEER 100% General For Activity Code: 922  Class Account 102-500731 102-500731 Class Account 102-500731	MAN SVCS DEPT OF, SUPPORT SERVICES unds	Amount Increase/ (Decrease)  Amount Increase/ (Decrease)	Revised Budget Amount \$233,1: \$2456,2:  Revised Budget Amount

# Financial Details for Peer Support Services

Lakes Region Consumer A					
	dvisory Board			T	<del></del>
Vendor # 157060					<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2,017	Contracts for Prog Sys	102-500731	\$151,196		
2,018	Contracts for Prog Svs	102-500731	\$151,196		
2,019	Contracts for Prog Svs	102-500731	30		* * * * * * * * * * * * * * * * * * * *
Subtotal			\$302,392		<del> </del>
Monadnock Area Peer Supp		<u> </u>			
Vendor # 157973	ort Agency	<del> </del> -			
	<del>-</del>	<del> </del>	ļ	<u> </u>	
State Fiscal Year 2,017	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,018	Contracts for Prog Sys Contracts for Prog Sys	102-500731	\$ 117,665	\$	\$ 117,66
2.019	Contracts for Prog Sys	102-500731 102-500731	\$ 117,665	\$ -	\$ 117,66
Subtotal		102-300731	\$ 235,330	5 -	\$ \$ 235.33
	<u> </u>	<del>-</del>	200,000	<u> </u>	\$ 235,33
H.E.A.R.T.S. Peer Support C	Center of Greater Nashua Re	alon VI		<del></del>	
Vendor # 209287				†- <del></del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$170,218		
2,018	Contracts for Prog Sys	102-500731	\$170,218		\$170,21 \$170,21
2,019	Contracts for Prog Svs	102-500731	\$0		\$170,21
Subtotal			\$340,436	50	\$340,43
On the Road to Recovery, In	ic.				
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,29
2,018	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,29
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$1
Subtotal		<u> </u>	\$394,592	\$0	\$394,592
Connections Peer Support C		<del>,                                     </del>			
/endor # 157070	zenter	<del> </del>			
		·		<del></del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised BudgetAmount
2,017	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,07
2,019	Contracts for Prog Sys	102-500731	\$109,071	\$Q	\$109,071
Sublotal	Contracts for Prog Svs	102-500731	\$0	\$0	
- GEOTOLES	_	<u> </u>	\$218,142	\$0	\$218,142
ri-City Consumers' Action (	O-onerative	<del></del>			
/endor#157797		<del> </del>			<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$82,245	\$0.	\$82,245
2,018	Contracts for Prog Svs	102-500731	\$82,245	50	\$82,245
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	<u>\$62,245</u> \$0
Subtotal			\$164,490	\$0	\$164,490
SUB TOTAL	<del></del> _		<del></del>		
SUB TOTAL		<u> </u>	\$2,458,736	\$0	\$2,458,736
	EALTH AND SOCIAL SERVIC BUREAU OF MENTAL H	CES, HEALTH AND	HUMAN SVCS DEPT	OF HHS BEHAVIORA	
	EALTH AND SOCIAL SERVIC BUREAU OF MENTAL H	EALTH SERVICES	HUMAN SVCS DEPT , PEER SUPPORT SE	OF HHS BEHAVIORA	
	EALTH AND SOCIAL SERVIC BUREAU OF MENTAL H	CES, HEALTH AND IEALTH SERVICES 100% General Fu Activity Code: 922	HUMAN SVCS DEPT , PEER SUPPORT SE Inds	OF HHS BEHAVIORA	
05-95-92-922010-4118 H	EALTH AND SOCIAL SERVIC BUREAU OF MENTAL H	IEALTH SERVICES 100% General Fu	HUMAN SVCS DEPT , PEER SUPPORT SE Inds	OF HHS BEHAVIORA	
05-95-92-922010-4118 H	BUREAU OF MENTAL H	EALTH SERVICES 100% General Functivity Code: 922	HUMAN SVCS DEPT , PEER SUPPORT SE inds 04118	OF HHS BEHAVIORA	
05-95-92-922010-4118 H he Alternative Life Center endor # 068801 State Fiscal Year	Class Title	EALTH SERVICES 100% General Fi Activity Code: 922 Class Account	HUMAN SVCS DEPT , PEER SUPPORT SE Inds	OF, HHS: BEHAVIORA	AL HEALTH DIV,
05-95-92-922010-4118 H	BUREAU OF MENTAL H	EALTH SERVICES 100% General Functivity Code: 922	HUMAN SVCS DEPT , PEER SUPPORT SE inds 04118	OF, HHS: BEHAVIORA RVICES  Amount Increase/	Revised Budget

# Financial Details for Peer Support Services

Subtotal			S	\$233,122	\$233,12
The Stepping Stone Drop	dn Center Association	<del></del>			,
Vendor # 157967	All Califer Association	<del></del>	·	<del>-</del>	
			<del></del>	Amount increase/	D. L. LD
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Revised Budget
2,017	Contracts for Prog Sys	102-500731	\$(		Amount
2,018	Contracts for Prog Sys	102-500731			<del></del>
2,019	Contracts for Prog Svs	102-500731	50		<del></del>
Subtotal			St	7,00,000	
				4,00,00	\$ 100,55
Lakes Region Consumer.	Advisory Board				
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$C	<u> </u>	
2,018	Contracts for Prog Svs	102-500731	\$0		<u></u>
2,019	Contracts for Prog Svs	102-500731	\$0		\$151,19
Subtotal			\$0	*****	\$151,190
					\$101,131
Monadnock Area Peer Su	pport Agency		<del>,  </del>		·
Vendor # 157973		<u></u>		<u> </u>	· · · · · · · · · · · · · · · · · · ·
State Fisçal Year	Class Title	Class Assess		Amount Increase/	Revised Budget
	Class 1 lue	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$ -	\$ -	\$ -
2,018	Contracts for Prog Svs	102-500731	\$ -	\$	\$ .
2 <u>,0</u> 19	Contracts for Prog Svs	102-500731	\$ -	\$ 117,665	
Subtotal			S -	\$ 117,665	\$ 117,665
H.E.A.R.T.S. Peer Support	Center of Greater Nashua Re	gion Vi			
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018	Contracts for Prog Sys	102-500731	so so	50	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$170,218	\$170,218
Subtotal		T	\$0	\$170,218	\$170,218
•					V.1-1-10
On the Road to Recovery,	lnc.	1			
/endor# 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	so	\$0	50
2,019	Contracts for Prog Sys	102-500731	\$0	\$197,296	\$197,296
Subtotal	<u> </u>		\$0	\$197,296	\$197,296
onnections Peer Support	Center				
/endor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
State Fiscal Year 2,017	Contracts for Prog Svs	Class Account 102-500731	Current Budget	(Decrease)	Amount
State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs	ļL	\$0	(Decrease)	Amount \$0
2,017 2,018 2,019	Contracts for Prog Svs	102-500731		(Decrease) \$0 \$0	Amount \$0
State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$0 \$0	(Decrease)	Amount \$0
2,017 2,018 2,019 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$0 \$109,071	Amount \$0 \$0 \$109,071
State Fiscal Year  2,017 2,018 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$0 \$109,071	Amount \$0 \$0 \$109,071
2,017 2,018 2,019 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$0 \$109,071	Amount \$0 \$0 \$109,071
State Fiscal Year  2,017 2,018 2,019 Subtotal  ri-City Consumers' Action lendor # 157797  State Fiscal Year	Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Co-operative Class Title	102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$0 \$109,071	### Amount   \$0   \$0   \$109,071
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# Financial Details for Peer Support Services

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The Alternative Life Center	· [	Activity Code: 92	204120	<del></del>	<del>,</del>
Vendor # 068801		<del></del>	<del> </del>	<u> </u>	
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State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$(	\$0	\$
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731	S0	\$290,154	\$290,15
Subtotal			<u>i                                    </u>	\$290,154	\$290,15
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The Stepping Stone Drop-li Vendor# 157967	n Center Association	<del>-</del>			
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State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	<b>S</b> 0	\$0	s
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Subtotal	<u></u>	<u> </u>	\$0	\$209,790	\$209,790
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Lakes Region Consumer A Vendor # 157080	IVISORY Board	ļ <u>.</u>			
Venuor # 157060		<del> </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	- \$0	\$0	sc
2,018	Contracts for Prog Sys	102-500731	\$0		So
2,019	Contracts for Prog Svs	102-500731	\$0	\$188,183	\$188,183
Subtotal	<u> </u>		\$0	\$188,183	\$186,183
Monadnock Area Peer Supp	ort Agency				
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
2047			- Content Dodget	(Decrease)	Amount
2,017 2,018	Contracts for Prog Sys	102-500731		\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	<u>\$</u> 0	\$0
Subtotal	Contracts for Prog Sys	102-500731	\$0	<b>\$146,449</b>	\$146,449
Gubtotai			\$0	\$146,449	<b>\$146,44</b> 9
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State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
2017				(Decrease)	Amount
2,017 2,018	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Sys	102-500731	\$0	<u>\$0</u>	\$0
Subtotal	Contracts for Prog Sys	102-500731		\$211,860	\$211,860
<u> </u>		<u> </u>	\$0	\$211,880	\$211,860
On the Road to Recovery, In		<del></del>	<del>,</del>	<del></del>	
/endor # 158839	·	<del>                                     </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
			Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	<u>\$</u> 0
2,018 2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
Subtotal	Contracts for Prog Svs	102-500731	\$0	\$245,562	\$245,562
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onnections Peer Support C	antar	<del></del>			
endor # 157070	CHIE!	<del>                                     </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/	Revised Budget
				(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$0 \$0	\$0	\$0
2,018 2,019	Contracts for Prog Sys	102-500731		\$0	\$0
Subtotal	Contracts for Prog Svs	102-500731	\$0	\$135,751	\$135,751
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/endor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	S
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Svs	102-500731	\$0	\$102,362	\$102,36
Subtotal		"	\$0	\$102,362	\$102,36
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he Alternative Life Center		<u> </u>	<del></del>	т т	
endor # 068801					
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046-500464

046-500464

\$0 \$1,200 \$1,200

\$2,760,679

\$1,200

\$0 \$1,200

\$5,520,158

\$1,200 \$1,200 \$2,400

\$8,280,837

2,018

2,019 Subtotal

TOTAL

Consultants

Consultants

# New Hampshire Department of Health and Human Services Peer Support Services

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Consumer Advisory Board, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 328 Union Avenue Laconia, NH 03247.

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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read: 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
- 2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- 3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$1,018,137.
- 4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- Delete Exhibit B, Paragraph 9, and replace with:
  - 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.



# New Hampshire Department of Health and Human Services Peer Support Services

- 9.4. Crisis Respite: \$0,
- 9.5. Retirement: \$2,960.
- 8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 9. Add Exhibit K, DHHS Information Security Requirements.



# New Hampshire Department of Health and Human Services Peer Support Services

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 18 18

Name: Kutja S Fox

Lakes Region Consumer Advisory Board

S-<u>U·M</u>

Name: Patricia Mahon Title: Board President

Acknowledgement of Contractor's signature:

State of New Hourshire. County of New Years on 5-4-2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Sarahl. Copplicatory Toldic
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/24/20 23

COMMISSION EXPIRES JAN. 24, 2023



# New Hampshire Department of Health and Human Services Peer Support Services

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

OFFICE OF THE ATTORNEY GENERAL

Name: Name: Title: Part of the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Name: Title:



# Scope of Services

# 1. Provisions Applicable to All Services

- 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:
  - Increase quality of life for persons living with mental illness in NH. 1.3.1.
  - increase hope for and belief in the possibility of recovery for persons living 1.3.2. with mental illness in NH.
  - Increase choice regarding the services and supports available to persons 1.3.3. living with mental illness in NH.
  - Provide alternatives to and reduce the use of more restrictive and expensive 1.3.4. services such as hospitalization.
  - Increase social connectedness for persons living with mental illness in NH. 1.3.5.
  - Increase satisfaction with peer support services. 1.3.6.
- 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 at a significant risk of becoming a recipient of 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.
- 1.6. Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

#### 2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support
- 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 I served by the Contractor.

RFP-2017-BBH-02-PEERS-03 Lakes Region Consumer Advisory Board Exhibit A Amendment #1

# New Hampshire Department of Health and Human Services Peer Support Services



# Exhibit A Amendment #1

- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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."
- 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 self- identify as having 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.

Contractor Initials: 4M



# 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 , including, but not limited to:
    - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
    - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
      - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
      - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
      - 3.1.1.3.3. Emphasize 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.
      - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
      - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
      - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
      - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.

E: Board Contractor Initials: <u>FM</u>

Date



- 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:
  - 3.1.1.8.1. Rights Protection,
  - 3.1.1.8.2. Peer Advocacy,
  - 3.1.1.8.3. Recovery,
  - 3.1.1.8.4. Employment,
  - 3.1.1.8.5. Weliness Management, and
  - 3.1.1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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:
  - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1. 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).
  - 3.1.1.11.2. Referrals to community mental health centers employment programs.

Contractor Initials: PM



- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. inform the members and general public about the peer supports and wellness services available and 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 and 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 quests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.
  - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.

Contractor Initials: M



- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3,2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

#### 3.4. Permanent Housing

- 3.4.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
  - 3.4.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
  - 3.4.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

#### 3.5. Warmline Services

- 3.5.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.5.1.1. Are primarily provided to any individual who lives or works in Regions 3, 4, 6, and 7, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - 3.5.1:2. Are provided during the hours the peer support agency is closed.
  - 3.5.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.5.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.5.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.5.1.6. Are provided by staff that is trained in providing crisis services.
  - 3.5.1.7. May include outreach calls described in Section 3.2.1.5

Contractor Initials: MM



# 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 3 and 4, and services for consumers statewide.
- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - 4.3.3.4.2. 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

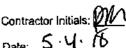
- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.

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- 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
    - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
    - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
    - 6.1.3.1.3. 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.
- 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 to the Department, 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

Contractor Initials: DM



written Staffing Contingency Ptan 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

# 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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.

Contractor Initials: MA



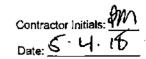
- 7.3.6. Individual staff development plans.
- 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
  - 7.3.7.1. Citizenship or authorization to work.
  - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
  - 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.
  - 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).
  - 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

Contractor Initials: MA



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.
  - 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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.

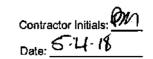




- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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.

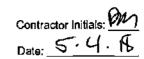
# 8. Composition and Responsibilities of a Peer Support Agency

- 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
      - 8.1.2.5.2. 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.
      - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
      - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.





- 8.2. The Contractor shall 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 shall 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.
  - 8.7.2.4 Accounts Payable/Receivable Procedures, payroll, and fixed assets.
  - 8.7.3. Internal Control Procedures.
  - 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:
  - 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 shall 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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.
  - 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.

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- 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 data for each State Fiscal Year, including, but not limited to:
  - 11.1.1. The number of members.
  - 11.1.2. The total number of participants.
  - 11.1.3. Program utilization totals and percentages.
  - 11.1.4. Number of telephone contacts.
  - 11.1.5. Description of outreach activities.
  - 11.1.6. Number and description of educational events.
  - 11.1.7. 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 11.1.

#### 12. Performance Measures

12.1. 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.

# 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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:

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- 13.5.1. 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.
- 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying Invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
- 13.5.3. 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.
  - 13.5.3.1. 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.
  - 13.5.3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

# 14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.1.2.1. Data.
    - 14.1.2.2. Financial records.
    - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.

Contractor Initials: PM

Date: 5. U. Fb

#### New Hampshire Department of Health and Human Services Peer Support Services



#### Exhibit A Amendment #1

- 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
- 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
- 14.2.4. Review of personnel files for completeness.
- 14.2.5. Review of complaint process.
- 14.3. The Contractor shall 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.

RFP-2017-BBH-02-PEERS-03 Lakes Region Consumer Advisory Board Exhibit A Amendment #1

Page 17 of 17

Contractor Initials: MM Date: 5. 4. 15

#### SFY 2019 Budget

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

Bidder Name: Lakes Region Consumer Advisory Board

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

<b>_</b>		
Linejliem Budget		
Reference Number	Unestern Pudget Description	i Taral Maraum
	PERSONNEL COSTS	
	Salary & Wages	104 600
		184,589
	Employee Benefit	41,032
603	Payroll taxes	14,121
	Subtotal	239,742
620	PROFESSIONAL FEES	
	Accounting	. 0
	Audit Fees	8,750
	Legal Fees	<u> </u>
627	Other Professional Fees and Consultants	. 0
	Subtotal	8,750
630	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	<u> </u>
	In-Service Training	1,000
	Conferences and Conventions	
		<u> </u>
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
	Rent	24,000
	Mortgage Payments	0
	Heating Costs	6,500
	Other Utilities	6,847
	Maintenance and Repairs	2,968
	Taxes	0
647	Other Occupancy Costs	506
	Subtotal	40,823
650	CONSUMABLE SUPPLIES	
		p.600
	Office	2,600
	8uilding/Household	3,724
	Rehabilitation/Training	0
655	Food	2,800
657	Other Consumable Supplies	0
	Subtotal	9,324
	Other Expenses	
660	CAPITAL EXPENDITURES	0
		<del></del>
	DEPRECIATION	
670	EQUIPMENT RENTAL	3,900
680	EQUIPMENT MAINTENANCE	a a
700	ADVERTISING	0
	PRINTING	0
	TELEPHONE/COMMUNICATIONS	11,520
	POSTAGE/SHIPPING	450
. 130		
L	Subtotal	15,870
	TRANSPORTATION	
741	Board Members	0
742	Staff	8,700
743		4,025
	Subtotal	12,725
750	Assistance to individuals	
	-	
751		0
752	Clothing	
	Subtota!	0_
760	INSURANCE	
	Malpractice & Bonding	1,685
	Vehicles	4,055
	Comprehensive Property & Liability	
		4,818
	OTHER EXPENDITURES	587
801	INTEREST EXPENSE	0
	Subtotal	11,145
	OTAL PROGRAM EXPENSES	\$339,379

# New Hampshire Department of Health and Human Services Exhibit K



# **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45. Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials PM

Date 5-4.15

V4. Last update 04.04.2018

Exhibit K DHHS Information Security Requirements Page 1 of 9

# New Hampshire Department of Health and Human Services Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### 1. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials M

V4. Last update 04.04.2018

Exhibit K
DHHS Information
Security Requirements
Page 2 of 9

## New Hampshire Department of Health and Human Services Exhibit K



## **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Contractor Initials 6M Date 5.4.1

# New Hampshire Department of Health and Human Services





# **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Contractor Initials PM Date 5-4-18

# New Hampshire Department of Health and Human Services





#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

V4, Last update 04.04.2018

Exhibit K DHHS Information Security Requirements Page 5 of 9

## New Hampshire Department of Health and Human Services Exhibit K



#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and Is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials <u>NV</u>

Éxhibit K **DHHS** Information Security Requirements Page 6 of 9

# New Hampshire Department of Health and Human Services





# **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials 1

Exhibit K
DHHS Information
Security Requirements
Page 7 of 9

# New Hampshire Department of Health and Human Services





# **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials \_\_\_\_\_\_\_

Exhibit K
DHHS Information
Security Requirements
Page 8 of 9

## New Hampshire Department of Health and Human Services Exhibit K



#### **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. **PERSONS TO CONTACT**

- A. DHHS contact for Data Management or Data Exchange issues: DHHSInformationSecurityOffice@dhhs.nh.gov
- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues: DHHSInformationSecurityOffice@dhhs.nh.gov
- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials M



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

June 6, 2016

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

G&C: Approved them # 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	Кееле, 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

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.



Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 2 of 3

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.



Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 3 of 3

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: 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:

Leffrey A. Meyers





DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GR	deral Funds			
	te: 92207143			
e Alternative Life Center				
ndor # 068801				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	290,154.00
2018	Contracts for Prog Sva	102-500731	5	290,154.00
Subtotal			\$	580,308.00
		<del></del>		
he Stepping Stone Drop-In Center Association	<del>-                                    </del>	<u> </u>		
endor # 157967	<del></del>		-	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	209,790.00
2018	Contracts for Prog Svs	102-500731	\$	209,790.00
Subtotal			\$	419,580.00
	<del></del>	<del></del>	1	
akes Region Consumer Advisory Board		<del></del>		
/endor # 157060 State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	132-500731	5	186,183.00
	Contracts for Prog Sys	102-500731	S	188,183.00
2018	Contracts for 7 Tog 5va			
Subtotal			\$	376,356.0
Monadnock Area Peer Support Agency				
Vendor # 157973	<del>-</del>	- <del> </del>	<del> </del>	
State Fiscal Year	Class Title	Class Accoun		Current Budget
2017	Contracts for Prog Sys	102-500731	S	146,449.0
2018	Contracts for Prog Sys	102-500731	\$	146,449.0
Subtotal		_	\$	292,898.0
Sustetion				
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region V	n l	T		
Vendor # 209287				
State Fiscal Year	Class Title	Class Accoun	t	Current Budget
2017	Contracts for Prog Sv	s 102-500731	\$	211,860.0
2018	Contracts for Prog Sv	s 102-500731	\$	211,860.0
Subtotal			\$	423,720.0

-

the Road to Recovery, Inc.				<del></del>
ndar # 158839				_ <del></del>
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
		<del></del>		
onnections Peer Support Center		<del></del>		
endor # 157070		<del></del>		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	135,751.0
2018	Contracts for Prog Svs	102-500731	\$	135,751.0
Subtotal			\$	271, <b>502</b> .0
ri-City Consumers' Action Co-operative				
/endor # 157797		<del> </del>	ļ	
State Fiscal Year	Class Title	Class Account	<u>L</u> -	Current Budget
2017	Contracts for Prog Svs	102-500731	\$	102,382.0
2018	Contracts for Prog Sys	102-500731	\$	102,362.0
Subtotal		<del></del>	5	204,724.0
SUB TOTAL			\$	3,060,222.00
	IEALTH AND HUMAN SVCS D ICES 0% General Funds Ity Code: 92207011	EPT OF, HHS: BE	EHA\	/IORAL HEALTH DIV
The Alternative Life Center		<del> </del>	╁—	
Vendar # 068801		-}	+	
State Fiscal Year	Class Title	Class Account	1	Current Budget
2017	Contracts for Prog Sv	_	\$	
	Contracts for Prog Sv	s 102-500731	\$	233,122.
2018	Samuali is in a significant			

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	\$	166,555.00
2018	Contracts for Prog Svs	102-500731	-\$-	168,555.00
Subtotal			\$	337,110.00



#### Financial Detail



akes Region Consumer Advisory Board				
/endor # 157060		<u> </u>		Current Budget
State Fiscal Year		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
	<del>,</del>	<del></del>		<del></del>
Monadnock Area Peer Support Agency		<del></del>		
Vendor # 157973 State Fiscal Year	Class Title	Class Account		Current Budget
State Fiscal Tear	Contracts for Prog Sys	102-500731	\$	117,665.00
2017	<u> </u>		<u>-</u>	117,665.00
2018	Contracts for Prog Svs	102-500731	3	
Subtotal			\$	235,330.00
The standard of the standard o	<del>, </del>	<del>   </del>		
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	<del> </del>			
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 Sys	102-500731	\$	170,218.00
	<u> </u>	<u> </u>	\$	340,436.00
Subtotal	<u> </u>	<del></del>	<u> </u>	
The state of the s	<del></del>			
On the Road to Recovery, Inc. Vendor # 158839	- <del></del>			
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	S	197,296.00
2018	Contracts for Prog Svs	102-500731	\$	197,296.00
		<del> </del> -	\$	394,592.00
Subtotal	<del> </del>	.l		<u> </u>
Connections Peer Support Center	<del>-                                    </del>			
Vendor # 157070		1	ļ.,	
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		<del></del>	\$	218,142.0
Tri-City Consumers' Action Co-operative		<u>-</u>	-	
Vendor # 157797			+-	
State Fiscal Year	Class Title	Class Accoun	┈	Current Budget
2017	Contracts for Prog Sv	s 102-500731	\$	82,245.0
2018	Contracts for Prog Sv	s 102-500731	5	82,245.0
Subtotal			15	164,490.0
SUB TOTAL			\$	2,458,736.0
			<u>\$</u>	5,518,958.00
TOTAL				214 - 212 - 212



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

Peer Support Services	RFP-2017-BBH-02-P	EERS	
RFP Name	RFP Number		Reviewer Names
			1. Peter Reid
Bidder Name	Maximum Points	Actual Points	2. Ann Driscoil
1. Connection Peer Support Center	575	301	3. Stacey Dubia
2. HEART Peer Support Center	575	271	4. Tom Grinley
3. Lakes Region Consumer Advisory Board	575	365	5. Jamie Kelly
4. Monadnock Area Peer Support Agency	575	428	6. Elizabeth Fenner-Lukaitis
5. On the Road to Recovery	575	481	7
6. Stepping Stone Drop In Center	575	481	8.
7. The Alternative Life Center	575	453	9,
8. Tri-City Consumers' Action Cooperative	575	454	

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-03)

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

#### AGREEMENT

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

#### **GENERAL PROVISIONS**

I. II	DENTIFICATION.			
1.1 Stat	te Agency Name		1.2 State Agency Address	ļ
Department of Health and Human Services		129 Pleasant Street		
			Concord, NH 03301-3857	ļ
			<u> </u>	
1.3 Co	1.3 Contractor Name		1.4 Contractor Address	
Lakes R	legion Consumer Adviso	ry Board	328 Union Avenue	
	-		Laconia, NH 03247	
İ			1.50	1.8 Price Limitation
	entractor Phone	1.6 Account Number	1.7 Completion Date	1.6 Fire Dillington
Nu	ımber		70 2018	\$678,758
603-524	4-0801	05-95-92-920010-7143-102-	June 30, 2018	30/0,/30
		500731; 05-95-92-920010-		
		7011-102-500731	1 10 Casta Ananay Talanhar	no Number
1.9 Co	ontracting Officer for Sta	te Agency	1.10 State Agency Telephor	iĉ lagurooj
Eric B.	Borrin, Director		603-271-9558	
1.11	Contractor Signature		1.12 Name and Title of Co	ntractor Signatory
1 .	,		Karen S. Thurston, S	ecretary of the Board
0	a 5 Uh	11.00	Majerro. Tribiatori, o	objecting of the police
	<del>-</del> ,			
1.13	Acknowledgement: State	of New Hampshire, County of	elknap	
۔ ا	2012000	al desired officer	ally appeared the nerson identif	ied in block 1.12, or satisfactorily
On -5	before, dillo before	e the undersigned officer, personate the indersigned in block 1.11, and	acknowledged that s/he.execute	ied in block 1.12, or satisfactorily  If this document in the capacity
proven	to be the person whose I	tame is signed in block 1.11, and	CATHLEEN M MCR	
indicat	ed in block 1.12.	his or Instine of the Deare	NOTARY PUBLIC - NEW HA	
1.13.1	Signature of Notaty Pill	M NAK III	My Commission Exp August 5, 2020	<del>,</del>
1	1.atolleu	ART JUH IN JAMI	التام يا الالكامان	
1		///.///CIRE C		
1	4- 4-	M. M. Kun		
1132	(Seal)			
1.13.2	(Seal)	ary or Justice of the Peace		
1.13.2	(Seal)			
114	[Seal] Name and Title of Note State Agency Signature	ary or Justice of the Peace	1.15 Name and Title of SI	
114	[Seal] Name and Title of Note State Agency Signature	ary or Justice of the Peace		
114	[Seal] Name and Title of Note State Agency Signature	ary or Justice of the Peace		
114	[Seal] Name and Title of Note State Agency Signature			
1.14	State Agency Signature  Approval by the N.H. De	ary or Justice of the Peace	sion of Personne (if applicable	
1.14	[Seal] Name and Title of Note State Agency Signature	ary or Justice of the Peace		
1.14	State Agency Signature  Approval by the N.H. De	Date: 6/6/16	sion of Personnel (if applicable	
1.14	State Agency Signature  State Agency Signature  Approval by the N.H. Do  By:  Approval by the Attorne	Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Da	sion of Personned (if applicable  Director, On:  Execution) (if applicable)	
1.14	State Agency Signature  State Agency Signature  Approval by the N.H. Do  By:  Approval by the Attorne	Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Da	sion of Personned (if applicable  Director, On:  Execution) (if applicable)	
1.14	State Agency Signature  State Agency Signature  Approval by the N.H. Do  By:  Approval by the Attorne	Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Da	sion of Personned (if applicable  Director, On:  Execution) (if applicable)	
1.14	State Agency Signature  State Agency Signature  Approval by the N.H. Do  By:  Approval by the Attorne	Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Date: 6/6/16  Da	sion of Personned (if applicable  Director, On:  Execution) (if applicable)	
1.14	State Agency Signature  State Agency Signature  Approval by the N.H. Do  By:  Approval by the Attorne	Date: 6/6/16	sion of Personned (if applicable  Director, On:  Execution) (if applicable)	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

# 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

#### 7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

# 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

Contractor Initials KST Date 51311 3010 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## Scope of Services

# 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.

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- 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.

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### 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:
      - 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 selflimitations, 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. Weilness 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:
  - 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 quests 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. Permanent Housing

- 3.3.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
  - 3.3.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
  - 3.3.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

#### 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(s) 3, 4, 6 and 7, 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

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#### Geographic Area and Physical Location of Services 4

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Regions 3 and 4, and other Regions specific to services identified in Section 3.3 and
- 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:
      - If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

#### Enrolling Consumers for Services and/or as Members with a 5. 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 ioin 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.

#### Staffing Requirements for a Peer Support Agency 6.

- 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:

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- 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.
- 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;

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- 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 onentation 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,
  - 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

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- 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;
  - 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 staffs 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;
  - 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.

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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.

#### Composition and Responsibilities of a Peer Support Agency 8.

- 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 nonfor-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 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:
      - Responsibilities and powers of the Board of Directors,
      - Term limits for the board of director officers that shall not allow b. more than 20% of the board members to serve for more than 6 consecutive years
      - Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
      - A procedure by which inactive peer support agency members ď. 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. Contractor Initials: KS1

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- 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:
  - 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.

#### Participation in Statewide/Regional Meetings 9.

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.

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- 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:
  - 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

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- 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.
- 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.

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- 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
    - 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.



# Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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.
- 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.
- 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.

Contractor Initials KST Date SI31(2014

#### Exhibit 8

- 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: \$0.
  - 9.5. Retirement: \$2.758.
- 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.

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#### Exhibit 8

- 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. Contractor Initials KS (

RFP-2017-98H-02-PEERS-03 Lakes Region Consumer Advisory Board Exhibit B

#### Exhibit B-1

### BUDGET, FORM

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

Bidder Name: Lakes Region Consumer Advisory Board

Budget Request for: Peer Support Services

(Name of RFP)

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

600	PERSONNEL COSTS	485 700
	Salary & Wages	185,390 41,043
	Employee Benefit	14,182
603	Payroll taxes	240.615
	PROFESSIONAL FEES	<b>在上上</b> 个是一种的一种
		TOTAL CONTRACTOR OF CAR PERSON
	Accounting Audit Fees	8,750
	Legal Fees	<del>                                     </del>
627	Other Professional Fees and Consultants	<del></del> 1
027	Subjectal	8,750
630	STAFF DEVELOPMENT AND TRAINING	AND THE PERSON NAMED IN COLUMN TWO
631	Publications and Journals	1
	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	<del> </del>
	Subtotal	0
640	OCCUPANCY COSTS	
	Reni	24,000
	Mortgage Payments	7,831
	Heating Costs	6,500
	Other Utilities	6,875
	Maintenance and Repairs	1,500
	Taxes	0}
	Other Occupancy Costs	508
	Subtotal	47,214
650	CONSUMABLE SUPPLIES	
	Office	1,494
652	Building/Household	2,833
653	Rehabilitation/Training	0
655	Food	2,800
657	Other Consumable Supplies	
	Subtotal	8,128
	Other Expenses	and the second
660	CAPITAL EXPENDITURES	
66	DEPRECIATION	
670	EQUIPMENT RENTAL	386
	EQUIPMENT MAINTENANCE	
	ADVERTISING	0
	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	8,468
731	POSTAGE/SHIPPING	9,322
	Subtotal	
74	TRANSPORTATION	
74	1 Board Members	9,000
74	2 Staff	4,744
74	3 Members and Participants	13,744
	Subtotal	23.635.550
	O Assistance to Individuals  Client Services	21-25-2-55-30-31-30-31-31-31-31-31-31-31-31-31-31-31-31-31-
	2 Clothing	<del></del>
	Subtotal	
70	INSURANCE	
	2 Vehicles	4,055
	3 Comprehensive Property & Liability	6,403
	O OTHER EXPENDITURES	1,147
	1 INTEREST EXPENSE	
	Subtota!	11,605
<del></del>	TAL PROGRAM EXPENSES	339,379

#### Exhibit B-2

### BUDGET FORM

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

Bidder Name: Lakes Region Consumer Advisory Board

Budget Request for: Peer Support Services

(Name of RFP)

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

800 PERSONNEL COSTS	185,390
601 Salary & Wages	41,043
602 Employee Benefit	14,182
603 Payroll taxes Subjetal	240,615
620 PROFESSIONAL FEES	County State of the County of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State of the County State
624 Accounting	8,750
625 Audit Fees	+
626 Legal Fees 627 Other Professional Fees and Consultants	<del>                                     </del>
	8,750
Subtolal  530 STAFF DEVELOPMENT AND TRAINING	
631 Publications and Journals	3.04 (4 centers 24) = 3.55 (4) (4) (7.55
531 Publications and Journals	1,000
632 In-Service Training	
633 Conferences and Conventions	
634 Other Staff Development	- 0
Subtotal COSTS	2743-8943-99-20-31-1
640 OCCUPANCY COSTS	24,000
641 Rent	7,831
642 Mortgage Payments	6,500
643 Heating Costs	6,875
644 Other Utilities	1,500
645 Maintenance and Repairs	0
646 Taxes	508
647 Other Occupancy Costs	47,214
Subtotal	
650 CONSUMABLE SUPPLIES	1,494
851 Office	2,833
652 Building/Household	2,999
653 Rehabilitation/Training	2,800
655 Food	2,000
657 Other Consumable Supplies	8,128
Sublotal	
Other Expenses	28 17 12 1 4 27 2 27 7 22 27 7 2
660 CAPITAL EXPENDITURES	<del></del>
665 DEPRECIATION	386
670 EQUIPMENT RENTAL	300
680 EQUIPMENT MAINTENANCE	<del> </del>
700 ADVERTISING	- 0
710 PRINTING	8,468
720 TELEPHONE/COMMUNICATIONS	466
730 POSTAGE/SHIPPING	9,322
Subtotal	2,322
740 TRANSPORTATION	2-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019-10-2019 (
741 Board Members	9,000
742 Staff	4.744
743 Members and Participants	13,744
Subtotal	
750 Assistance to Individuals	1 75 1 C - 44 1 7 4 C 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
751 Client Services	<del>                                     </del>
752 Clothing	<del>                                     </del>
Subtola)	CONTRACTOR OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE
760 INSURANCE	4,05
762 Vehicles	6,403
763 Comprehensive Property & Liability	1,14
800 OTHER EXPENDITURES	<del></del>
801 INTEREST EXPENSE	11,605
Subtotal	
	339,379



#### 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. Renegotlate the rates for payment hereunder, in which event new rates shall be established;7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

Contractor Initials

Exhibit C - Special Provisions

Page 1 of 5



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

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

8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period;

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit; Contractor shall submit an annual audit to the Department 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.

Contractor Initials

Exhibit C - Special Provisions

Page 2 of 5



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

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Date 5131 2014

Exhibit C - Special Provisions



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

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

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

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

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

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

Contractor Initials KST



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

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

#### DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

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### REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A. Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 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.
- 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.

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## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

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Date 5 3 1 2014



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

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

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

Requiring such employee to participate satisfactorily in a drug abuse assistance or 1.6.2. 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)

ComerBridge 328 Union Avenue Concord Peer Support 55 School Street

Concord, NH 03301

Laconia, NH 03247 Check of if there are workplaces on file that are not identified here.

Contractor Name: Lakes Region Consumer Advisory Board

Karen S. Thurston Title: Secretary of the Board



## CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Lakes Region Consumer Advisory Board

Name: Karen S. Thurston

Title: Secretary of the Board

Exhibit E - Certification Regarding Lobbying Page 1 of 1

Contractor Initials KS



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

#### INSTRUCTIONS FOR CERTIFICATION

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

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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Lakes Region Consumer Advisory Board

Date

Name: Karen S. Thurston
Title: Secretary of the Board



# 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 KST



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: Lakes Region Consumer Advisory Board

Name: Karen S. Thurston

Title: Secretary of the Board



#### 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: Lakes Region Consumer Advisory Board

Name:

Karen S. Thurston

Title:

Secretary of the Board

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

Contractor Initia



# HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

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

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160,103 of Title 45,
   Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164,501,
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit | Health Insurance Portability Act Business Associate Agreement Page 1 of 8 Contractor Initials KS

Date 5/31/2016



- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.
- (2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>
- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - 1. For the proper management and administration of the Business Associate:
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

#### (3) Obligations and Activities of Business Associate.

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

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

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

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- 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.
- j. 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.
- 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
Health Insurance Portability Act
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Health Insurance Portability Act Business Associate Agreement Page 4 of 6 Contractor Initials KS

Date 5/3/1/2014



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

#### (4) Obligations of Covered Entity

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

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

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

#### (6) Miscellaneous

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

3/2014

Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6 Contractor Initials KS

Date 5 31 12014



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

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

Dens trusty Hills Ellowar some	Lakes Region Consumer Advisory Board
The State	Name of the Contractor
XXXXX	de S. Theyour
Signature of Authorized Representative	Signature of Authorized Representative
KatjasFix	Karen S. Thurston
Name of Authorized Representative	Name of Authorized Representative
Director	Secretary of the Board
Title of Authorized Representative	Title of Authorized Representative
6/16/16	5/3/12016
Date	Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award-equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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: Lakes Region Consumer Advisory Board

5/3/10016

Title:

Name: Karen S. Thurston Secretary of the Board

Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

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### 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: _02-0449867							
2.	In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?							
	YES							
	If the answer to #2 above is NO, stop here							
	If the answer to #2 above is YES, please answer the following:							
3. 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 Securitie Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?								
	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:							

# New Hampshire Department of Health and Human Services Peer Support Services

# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services Contract

This 2<sup>nd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Area Peer Support Agency, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 64 Beaver Street P.O. Box 258 Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) as amended on June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,067,447.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A Amendment #1, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2.
- 7. Add Exhibit B-4 Amendment #2, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.



# New Hampshire Department of Health and Human Services Peer Support Services

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

5/28/19 Date

Name: Katja S. Fox Title: Director

5/23/19 Date

Name: Peter Startey
Title: Executive Director

Monadnock Area Peer Support Agency

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on May 23 2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Marie Bennett Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/9/22



# New Hampshire Department of Health and Human Services Peer Support Services

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

OFFICE OF THE ATTORNEY GENERAL

5/31/249 Date	Name: Title:	Nany Jet Nany J. Sr. Assi.	A try Cremeral	
I hereby certify that the foregoing Amendme the State of New Hampshire at the Meeting	nt was appr on:	roved by the Gov	vernor and Executive Cour ite of meeting)	ncil of
	OFFICE O	F THE SECRET	ARY OF STATE	
Date	Name: Title:			



## **Scope of Services**

## 1. Provisions Applicable to All Services

- 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.
- The Contractor agrees that, to the extent future legislative action by the New Hampshire 1.2. 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.
- The Contractor agrees to provide peer support services in accordance with NH Administrative Rule He-M 402, Peer Support, that will:
  - Increase quality of life for persons living with mental illness in NH. 1.3.1.
  - Increase hope for and belief in the possibility of recovery for persons living 1.3.2. with mental illness in NH.
  - Increase choice regarding the services and supports available to persons 1.3.3. living with mental illness in NH.
  - Provide alternatives to and reduce the use of more restrictive and expensive 1.3.4. services such as hospitalization.
  - Increase social connectedness for persons living with mental illness in NH. 1.3.5.
  - Increase satisfaction with peer support services. 1.3.6.
- 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 at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- The Contractor agrees to give priority of peer support services to consumers who are 1.5. age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- The Contractor agrees that if the performance of services involves the collection, 1.6. transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.7. The Contractor shall provide in-house and community based services for Region V as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement.

### 2. Definitions

2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.

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- 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 I served by the Contractor.
- 2.4. **Business Days** are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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.
- Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. Serious Mental Illness (SMI) 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.

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- 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
- 2,16. Week is defined as Monday through Sunday.

## 3. Scope of Services

#### 3.1. Peer Support Services

- The Contractor shall provide peer support services that are provided for 3 1.1. consumers and by consumers including, but not limited to:
  - Peer support services that include supportive interactions shared 3.1.1.1. experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
  - No less than forty-four hours of peer support services each week, 3.1.1.2. by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - Peer support services at a minimum based on the Intentional 3.1.1.3. Peer Support model that:
    - Foster recovery from mental illness by helping 3.1.1.3.1. individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - Foster self-advocacy skills, autonomy. and 3.1.1.3.2. independence.
    - and reciprocity mutuality 3 1.1.3.3. Emphasize 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.
    - Offer alternative views on mental health, mental 3.1.1.3.4. illness and the effects of trauma and abuse.
    - Encourage informed decision-making about all 3.1.1.3.5. aspects of people's lives.
    - Support people with mental illness in challenging 3.1.1.3.6. perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - Emphasize a holistic approach to health that 3.1.1.3.7. includes a vision of the "whole" person.
  - Provide opportunities to learn wellness strategies, by using at a 3.1.1.4. 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.

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- 3.1.1.5. Provide in-house and community-based services according to the Deliverables in Subsection 12.1 through 12.2.5.
- 3.1.1.6. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.7. 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.
- 3.1.1.8. 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.
- 3.1.1.9. 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:
  - 3.1.1.9.1. Rights Protection,
  - 3.1.1.9.2. Peer Advocacy,
  - 3.1.1.9.3. Recovery,
  - 3.1.1.9.4. Employment,
  - 3.1.1.9.5. Wellness Management, and
  - 3.1.1.9.6. Community Resources.
- 3.1.1.10. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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.
- 3.1.1.11. Provide Individual Peer Assistance by assisting adults to:
  - 3.1.1.11.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.11.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.11.3. Promote self-advocacy.
- 3.1.1.12. Provide Employment Education by assisting members with:





- 3.1.1.12.1. 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).
- 3.1.1.12.2. Referrals to community mental health centers employment programs.
- 3.1.1.12.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.13. Inform the members and general public about the peer supports and wellness services available and 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.
- 3.1.1.14. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.15. 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.
- 3.1.1.16. Invite guests to participate in peer support activities.
- 3.1.1.17. 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.
- 3.1.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.

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- 3.2.1.1.5. Council Meetings.
- Comply with all applicable Federal and State Department of Transportation 3.2.2. and Department of Safety regulations such as but not limited to:
  - Vehicles must be registered pursuant to NH Administrative Rule 3.2.2.1. Saf-C 500.
  - Vehicles must be inspected in accordance with NH 3222 Administrative Rule Saf-C 3200.
  - Drivers must be licensed in accordance with NH Administrative 3.2.2.3. Rule Saf-C 1000, drivers licensing.
- Require that all employees, members, or volunteers who drive Contractor 3.2.3. 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.
- Require that all employees, members, or volunteers who drive Contractor 3.2.4. owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- The Contractor shall acknowledge that funding from the Department to support 3.3. transportation costs may not be used for other than peer support related activities defined in this Agreement., and on an as needed basis to pay for bus rides that are necessary to provide peer support services.

#### **Crisis Respite** 3.4.

- The Contractor shall operate a peer-operated Crisis Respite that provides 3.4.1. early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community. The Contractor shall:
  - Accept applications for respite stays as submitted by self-referral 3.4.1.1. or through other formal or informal support networks.
  - Provide crisis respite a maximum of seven (7) days per episode. 3.4.1.2.
  - Provide a minimum of two (2) designated peer operated crisis 3.4.1.3. respite beds.
  - Provide to individuals from throughout New Hampshire regardless 34.1.4. of where they live or work.
  - Provide a form of housing such as an apartment adjacent to or 3.4.1.5. attached to the peer support agency that include amenities and private living space for the individual.
  - Have at least one (1) staff person onsite twenty-four (24) hours per 3.4.1.6. day when participants are in the program.
  - Administer a functional assessment on a form approved by the 3.4.1.7. Department, at the time of entry and exit from the program.
  - Develop a referral process and make referrals to the local 3.4.1.8. community mental health center for those who require a higher level of care or evaluation for hospitalization

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- 3.4.1.9. Ensure communication with other service providers occurs regarding the individual's care, with written consent.
- 3.4.1.10. Provide interventions using a model of Intentional Peer Support (IPS), that focuses on individual's strengths and assists in personal recovery and wellness.
- 3.4.1.11. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
- 3.4.1.12. Offer other peer support agency services and supports during the course of stay.
- 3.4.1.13. Assist the individual to identify and obtain benefits as appropriate including, but not limited to:
  - 3.4.1.13.1. Food stamps.
  - 3.4.1.13.2. Heating assistance.
- 3.4.1.14. Make referrals to other community-based services as appropriate.
- 3.4.1.15. Assist with locating permanent housing as needed.
- 3.4.1.16. Support the individual to return to participation in community activities, services and supports.
- 3.4.1.17. Ensure the individual's health needs are addressed during the course of their stay if they become ill or injured.

## 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 5, and services for consumers statewide.
- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:





- 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
- 4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - 6.1.3.1.3. 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.

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- 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.
- 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 by the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.





# 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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.
  - 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).
  - 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:

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- 7.9.1. Peer Support.
- 7.9.2. Warmline.
- 7.9.3. Facilitating Peer Support Groups.
- 7.9.4. Sexual Harassment.
- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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.

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- 8.1.2. Having a plan for governance that requires a Board of Directors who:
  - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
  - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
  - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
  - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
  - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
    - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
    - 8.1.2.5.2. 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.
    - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
    - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.

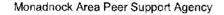


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- 8.7.3. Internal Control Procedures.
- 8.7.4. Expense Reimbursement and Advance Policy.
- The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and 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:
  - 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 make the minutes available to the Department, as requested.
  - 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.
  - 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 shall 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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.
  - An appeal process for members or participants to appeal the written decision made in Section 10.1.7.

# 11. Reporting

- 11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.





- 11.2.3.1. 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.
- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.
- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11.5.5. The total number of unduplicated participants served on a daily basis.
  - 11.5.6. The total number of current members, defined as only those members who have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:
    - 11.5.10.1. On-site; and/or
    - 11.5.10.2. In the community.
- 11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:
  - 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
  - 11.6.2. A plan for how the Contractor shall increase the unduplicated numbers served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.6.3. Monthly in-house schedules/calendars and newsletters.
  - 11.6.4. Quarterly revenue and expenses by cost, category and locations.
  - 11.6.5. Quarterly Capital Expenditure Report.
  - 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

Monadnock Area Peer Support Agency

Exhibit A Amendment #1

Contractor Initials:



#### 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.
  - 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
    - 12.1.2.1. IPS.
    - 12.1.2.2. WRAP.
    - 12.1.2.3. WHAM.
    - 12.1.2.4. Setting boundaries.
    - 12.1.2.5. Positive thinking.
    - 12.1.2.6. Wellness
    - 12.1.2.7. Stress management.
    - 12.1.2.8. Addressing trauma.
    - 12.1.2.9. Reduction of negative or intrusive thoughts.
    - 12.1.2.10. Management of emotional states including, but not limited to:
      - 12.1.2.10.1. Anger.
      - 12.1.2.10.2. Depression.
      - 12.1.2.10.3. Anxiety.
      - 12.1.2.10.4. Mania
  - 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
    - 12.1.3.1. Smoking cessation.
    - 12.1.3.2. Weight loss.
    - 12.1.3.3. Nutrition/Cooking.
    - 12.1.3.4. Physical exercise.
    - 12.1.3.5. Mindfulness activities including, but not limited to:
      - 12.1.3.5.1. Yoga.
      - 12.1.3.5.2. Meditation.
      - 12.1.3.5.3. Journaling.
  - 12.1.4. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
    - 12.1.4.1. Arts and crafts.
    - 12.1.4.2. Music expression.
    - 12.1.4.3. Creative writing.

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Exhibit A Amendment #1

Contractor Initials: Date: 572315



- 12.1.4.4. Cooking.
- 12.1.4.5. Sewing.
- 12.1.4.6. Gardening.
- 12.1.4.7. Movies.
- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:
  - 12.3.1. Providing 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 including, but not limited to:
    - 12.3.1.1. Local psychiatric hospitals.
    - 12.3.1.2. Local mental health clinics.
    - 12.3.1.3. Local community events.
  - 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
    - 12.3.2.1. Rights protection.
    - 12.3.2.2. Peer Advocacy.
    - 12.3.2.3. Recovery.
    - 12.3.2.4. Employment.
    - 12.3.2.5. Wellness Management.
    - 12.3.2.6. Community Resources.





#### 13. Performance Measure

13.1. The Contractor must increase crisis respite utilization by 20% of their current level on an annual basis until meeting or exceeding a total utilization rate of 50% per State Fiscal Year.

#### 14. Quality Improvement

- 14.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.
- 14.2. The Contractor shall participate in quality assurance reviews as follows:
  - Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.2.2.1. Data.
    - 14.2.2.2. Financial records.
    - 14.2.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.2.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.2.2.5. Scheduled phone access to Contractor principals and staff.
- 14.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.3.4. Review of personnel files for completeness.
  - 14.3.5. Review of complaint process.
- 14.4. The Contractor shall 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.





### Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93.778).
- 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 based upon cost reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-4 Amendment #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 set forth in Section 5.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5.as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- 7. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 7.2. 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.
  - 7.3. The invoice must be submitted to:

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

8. Of the budgeted amounts identified in Section 5, there is up to \$74,441 for crisis respite

Monadnock Peer Support Agency

Exhibit B - Amendment #2

Ctol Initials

# New Hampshire Department of Health and Human Services Peer Support Services

# Exhibit B – Amendment #2



- 9. The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each state fiscal year thereafter.
- 10. The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 11. 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.
- 12. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 13. 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.
- 14. Funding may not be used to replace funding for a program already funded from another source.
- 15. 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.
- 16. 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.
- 17. 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.



#### SFY 2020 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Monadnock Area Peer Support Agency

Budget Request for: Peer Support Services - Region V

Budget Period: SFY20 (7/1/19 through 6/30/20)

600	PERSONNEL COSTS	ildiction in water
601	Salary & Wages	160,968
	Employee Benefit	30,356
603	Payroli taxes	12,620
	Subtotal	203,944
	PROFESSIONAL FEES	
	Accounting	4,800
· · · · · · · · · · · · · · · · · · ·	Audit Fees Legal Fees	6,000
	Other Professional Fees and Consultants	
<u> </u>	Subtotal	10,800
630	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	200
632	In-Service Training	3,000
	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	3,200
	OCCUPANCY COSTS	
	Rent	
642	Mortgage Payments	8,705
	Heating Costs	6,000
	Other Utilities  Maintenance and Repairs	7,000
	Maintenance and Repairs Taxes	1,500
	Other Occupancy Costs	<del></del>
<u> </u>	Subtotal	23,205
650	CONSUMABLE SUPPLIES	
<del> </del>	Office	2,300
	Building/Household	4,000
	Rehabilitation/Training	
655	Food	1,000
657	Other Consumable Supplies	
	Subtotal	7,300
	Other Expenses	
	CAPITAL EXPENDITURES	
	DEPRECIATION	
	EQUIPMENT RENTAL	1,680
	EQUIPMENT MAINTENANCE ADVERTISING	1,000
	PRINTING	
	TELEPHONE/COMMUNICATIONS	3,840
	POSTAGE/SHIPPING	0,010
	Subtotal	6,520
740	TRANSPORTATION	1
	Board Members	Committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the committee of the commit
	Staff	4,000
743	Members and Participants	7,235
	Subtotal	11,235
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	1,350
762	Vehicles	4,257
763	Comprehensive Property & Liability	3,294
	OTHER EXPENDITURES	
801	INTEREST EXPENSE	6.004
	Subtotal	8,901
-	OTAL DDOCDAM EVDENCES	\$97E 40E
<u> </u>	OTAL PROGRAM EXPENSES	\$275,105

#### Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials

V5. Last update 10/09/18

Exhibit K **DHHS** Information Security Requirements Page 1 of 9

#### Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials \_\_\_\_\_\_\_

#### Exhibit K



### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Contractor Initials

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Exhibit K **DHHS Information** Security Requirements Page 3 of 9

#### Exhibit K



#### **DHHS Information Security Requirements**

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Exhibit K

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**DHHS Information** Security Requirements

#### Exhibit K



### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Exhibit K
DHHS Information
Security Requirements
Page 5 of 9

#### Exhibit K



#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



#### Exhibit K



### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safequard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

Date 5 23 19

#### Exhibit K



### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Exhibit K
DHHS Information
Security Requirements
Page 8 of 9

Contractor Initials \_\_\_\_\_\_

#### Exhibit K



# **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials

Date 5/23/10

Exhibit K
DHHS Information
Security Requirements
Page 9 of 9

# State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK AREA PEER SUPPORT AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 23, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239259

Certificate Number: 0004520355



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of May A.D. 2019.

William M. Gardner

Secretary of State

# **CERTIFICATE OF VOTE**

I, Melissa Chac (Name of the elected Officer of	Kening	, do hereby certify that:
1. I am a duly elected Officer of	nodnok Are (Agency Name)	: Peer Support Ageni
2. The following is a true copy of the re	solution duly adopted at a me	eeting of the Board of Directors of
the Agency duly held on 5 23 (Date)		
RESOLVED: That the <u>EX-ECU-</u>	(Title of Contract Signatory	)
is hereby authorized on behalf of this A execute any and all documents, agree or modifications thereto, as he/she ma	ments and other instruments,	and any amendments, revisions,
3. The forgoing resolutions have not be	een amended or revoked, and	d remain in full force and effect as of
the 23 day of May (Date Amendment Signed), 20	) <u>19</u> .	
4. Peter Starkey (Name of Contract Signatory)	is the duly elected $\frac{\cancel{E_X}}{(T)}$	itle of Contract Signatory)
of the Agency.	( Mi	ignature of the Elected Officer)
STATE OF NEW HAMPSHIRE	·	
County of Cheshice		
The forgoing instrument was acknowled	edged before me this	$\frac{3}{3}$ day of $\frac{May}{20}$ , 20 $\frac{19}{2}$ ,
By MUISSA Chic (Name of Elected Officer of the	ckering	Mar Sharet -
	(1)	otary Public/Justice of the Peace)
(NOTARY SEAL)		
Commission Expires: 4/19/22	<u></u>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE PHONE (A/C, No, Ext): 603-352-2121 FAX (A/C, No): 603-357-8491 PRODUCER Clark - Mortenson Insurance P.O. Box 606 ADDRESS: csr24admin@clark-mortenson.com Keene NH 03431 INSURER(S) AFFORDING COVERAGE INSURER A: Tudor Insurance Company 38628 MONADNOCK29 INSURER B : Progressive Insurance Company INSURED Monadnock Area Peer Support Agency INSURER c : Central Insurance Companies P.O. Box 258 INSURER D : 64 Beaver Street Keene NH 03431 INSURER E : INSURER F : **REVISION NUMBER: CERTIFICATE NUMBER: 185680646** COVERAGES 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. POLICY EFF POLICY EXP ADOL SUBR LIMITS TYPE OF INSURANCE POLICY NUMBER NPP8507353 1/1/2019 1/1/2020 EACH OCCURRENCE \$1,000,000 GENERAL LIABILITY DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR \$ 1 000 MED EXP (Any one person) PERSONAL & ADV INJURY \$1,000,000 250 GENERAL AGGREGATE \$ 2 000,000 PRODUCTS - COMP/OP AGG \$ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-X Loc COMBINED SINGLE LIMIT (Ea accident) 1/3/2019 1/3/2020 058012152 AUTOMOBILE LIABILITY \$ 1,000,000 80DILY INJURY (Per person) ANY AUTO X SCHEDULED AUTOS NON-OWNED BODILY INJURY (Per accident) \$ ALL OWNED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ EACH OCCURRENCE \$ UMBRELLA LIAB \_\_\_ OCCUR AGGREGATE \$ EXCESS HAR CLAIMS-MADE RETENTION \$ X WC STATU-TORY LIMITS WORKERS COMPENSATION 1/1/2019 1/1/2020 WC8624826 AND EMPLOYERS' LIABILITY E.L. EACH ACCIDENT \$ 100,000 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NIA E.L. DISEASE - EA EMPLOYEE: \$ 100,000 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below E.L DISEASE - POLICY LIMIT | \$ 500,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) CANCELLATION **CERTIFICATE HOLDER** SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. DHHS 129 Pleasant Street AUTHORIZED REPRESENTATIVE Concord NH 03301

#### Mission Statement

As a peer driven organization, it is the mission of Monadnock Area Peer Support Agency (MPS) to promote wellness and recovery, as defined by the individual, through Intentional Peer Support, and to provide advocacy, educational, vocational, interpersonal, social and spiritual opportunities to adults who utilize mental health services. Together, we learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining increased capacities for self-determination, independence and personal growth.

The community, in conjunction with the Board of Directors, generates all rules, policy and direction with equal consideration given to the input of all members. We emphasize understanding, mutual accountability and respect for diversity in relationships. We offer groups, activities and events in which we learn more about ourselves, and how we interact with others. We utilize shared leadership, skill development, team activities and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

# MONADNOCK AREA PEER SUPPORT AGENCY

# FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2018 and 2017

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# ROWLEY & ASSOCIATES, P.C.

#### CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE COMPANIES PRACTICE SECTION

# INDEPENDENT AUDITORS' REPORT

To the Board of Trustees Monadnock Area Peer Support Agency Keene, New Hampshire

We have audited the accompanying financial statements Monadnock Area Peer Support Agency (a New Hampshire nonprofit corporation), which comprises the statement of financial position as of June 30, 2018 and 2017 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

# Management's Responsibility for the Financial Statements

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

# Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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 of 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 opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Area Peer Support Agency as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

### Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on page 12 and the statement of activities by state approved BMHS Funds on page 13 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, P.C.

Rowle - Susciata. PC

Concord, New Hampshire

December 5, 2018

# MONADNOCK AREA PEER SUPPORT AGENCY STATEMENTS OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

ASSETS	2018	2017			
CURRENT ASSETS					
Cash	\$ 58,466	\$ 53,437			
Cash, BMHS & Respite refundable	6,036	21,686			
Cash, temporarily restricted	8,860	-			
Accounts receivable	5,837	8,201			
Prepaid expenses	6,539	4,696			
Total Current Assets	85,738	88,020			
PROPERTY AND EQUIPMENT, at cost					
Building and improvements	128,510	128,510			
Land	22,750	22,750			
Equipment and vehicle	<u>37,870</u>	37,870			
Total property & equipment	189,130	189,130			
Less accumulated depreciation	93,708	85,402			
	95,422	103,728			
Total Assets	181,160	191,748			
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
Accounts payable	7,915	8,438			
Accrued expenses	6,585	8,182			
Long-term debt, current portion	7,342	7,020			
Total Current Liabilities	21,842	23,640			
LONG-TERM LIABILITIES					
Security deposit	-	900			
Refundable advance, Respite	2,642	7,085			
Refundable advance, BMHS	3,394	14,601			
Long-term debt, net of current portion	26,398	33,603			
Total Long-Term Liabilities	32,434	56,189_			
NET ASSETS					
Unrestricted	118,024	111,919			
Temporarily restricted	8,860				
Total Net Assets	126,884	111,919			
Total Liabilities and Net Assets	\$ 181,160	\$ 191,748			

# MONADNOCK AREA PEER SUPPORT AGENCY STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

	Unrestricted		Temporarily Restricted		2018		2017	
REVENUE AND SUPPORT							_	
State Grant income	\$	279,590	\$	-	\$	279,590	\$	264,123
Contributions		12,644		16,979		29,623		15,990
Interest income		47		•		47		37
Rental income		1,750		-		1,750		10,200
Program & other income		1,238				1,238		4,907
Total revenue and support		295,269		16,979		312,248		295,257
Net assets released from donor								
imposed restrictions		8,119		(8,119)				
EXPENSES								
Program		274,671		-		274,671		253,268
Management & general		21,533		-		21,533		16,962
Fundraising		1,079				1,079		1,628
Total expenses		297,283				297,283		271,858
Increase in net assets		6,105		8,860		14,965		23,399
Net assets, beginning of year		111,919				111,919		88,520
Net assets, end of year		118,024	\$	8,860	\$	126,884		111,919

# MONADNOCK AREA PEER SUPPORT AGENCY STATEMENTS OF CASH FLOWS YEARS ENDED JUNE 30, 2018 AND 2017

	2018			2017	
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase in net assets	\$	14,965	\$	23,399	
Adjustments to reconcile excess of revenue and support					
over expenses to net assets provided by operating activities		(0.060)			
Change in restricted cash		(8,860)		- 7, <b>8</b> 06	
Depreciation		8,306		7,800	
(Increase) decrease in operating assets		2,364		10,798	
Accounts receivable		(1,843)		(2,437)	
Prepaid expenses		(1,043)		(2,437)	
Increase (decrease) in operating liabilities		(622)		6.429	
Accounts payable		(523)		6,438	
Accrued expenses		(1,597)		(1,790)	
Security deposit		(900)		-	
Refundable advance, Respite		(4,443)		-	
Refundable advance, BMHS		(11,207)		(2,909)	
BMHS funds transferred from other agency				10,000	
Net Cash Provided (Used) By Operating Activities	_	(3,738)		51,30 <u>5</u>	
CASH USED BY INVESTING ACTIVITIES,					
Purchases of property and equipment				(6,000)	
CASH USED BY FINANCING ACTIVITIES,					
Repayments of long-term notes payable		(6,883)		(6,714)	
Net Increase (Decrease) in Unrestricted Cash		(10,621)		38,591	
		75 102		36,532	
Unrestricted Cash, Beginning of Year	_	75,123			
Unrestricted Cash, End of Year	<u>\$</u>	64,502		75,123	
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMAT	ION				
Cash paid during the year for:					
Interest		1,980	_\$	1,991	

See Independent Auditors' Report and Notes to Financial Statements

# MONADNOCK AREA PEER SUPPORT AGENCY NOTES TO FINANCIAL STATEMENTS Years Ended June 30, 2018 and 2017

#### NOTE 1 NATURE OF ORGANIZATION

Monadnock Area Peer Support Agency (MAPSA) is a nonprofit organization incorporated, that promotes peer support through educations, vocational, interpersonal, social and spiritual opportunities for consumers of mental health services and by facilitating recovery through peer support, empowerment and personal growth. The organization operates in Keene, New Hampshire.

The revenue of the Organization is derived primarily from a contract with the State of New Hampshire Department of Health and Human Services.

#### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of MAPSA is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of MAPSA's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

#### Basis of Accounting

The financial records for MAPSA are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

#### Basis of Presentation

The Organization is required to report information regarding its financial position a activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

<u>Unrestricted net assets</u> are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. MAPSA had \$118,024 and \$111,919 in unrestricted net assets as of June 30, 2018 and 2017, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor imposed restrictions will be met either by the passage of time or the actions of MAPSA. MAPSA had \$8,860 and \$0 in temporarily net assets as of June 30, 2018 and 2017, respectively.

<u>Permanently restricted net assets</u> include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the organization. MAPSA had no permanently restricted net assets as of June 30, 2018 and 2017.

## NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Cash equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2018 and 2017.

#### Support and revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

#### Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Leasehold improvements	10
Equipment	5
Vehicle	5

Depreciation expense was \$8,306 and \$7,806 for the years ended June 30, 2018 and 2017, respectively.

#### Function Allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

#### Advertising

The Organization expenses advertising costs as incurred. MAPSA had advertising costs of \$1,079 and \$1,628 as of June 30, 2018 and 2017, respectively.

## NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### Income taxes

MAPSA is a not-for-profit corporation under Section 501% (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b) (1) (A).

#### In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to MAPSA's program services. These services are not included in donated materials and services because the value has not been determined.

#### Donated Materials and Services

It is the intent of MAPSA to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2018 and 2017, there were no donated goods or services.

#### NOTE 3 SUBSEQUENT EVENT

Management has evaluated subsequent events through December 5, 2018, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

#### NOTE 4 REVIEW BY OUTSIDE AGENCIES

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

#### NOTE 5 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses MAPSA for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$1,000 and \$1,000 for the years ended June 30, 2018 and 2017, respectively.

## NOTE 6 REFUNDABLE BMHS AND RESPITE ADVANCES

Under the terms of the service agreement with the Bureau of Behavioral Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, MAPSA is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$3,394 and \$14,601 for the years ended June 30, 2018 and 2017, respectively.

The Organization is also required to segregate amounts received in excess of allowable expenses specifically for crisis respite. Funds set aside in accordance with this requirement amounted to \$2,642 and \$7,085 for the years ended June 30, 2018 and 2017, respectively.

#### NOTE 7 TAX EXEMPT STATUS

MAPSA is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2017, 2016, and 2015 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

#### NOTE 8 COMPENSATED ABSENCES

Employees of the Organization are entitled to paid time off depending on job classification, length of services and other factors. The statement of financial position reflects accrued time earned, but unpaid as of June 30, 2018 and 2017 in the amounts of \$0 and \$1,299, respectively.

#### NOTE 9 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, Fair Value Measurements and Disclosures, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
2018 Accounts Receivable	<u>\$ 5,837</u>	<u>\$</u>	<u>\$ 5,837</u>
2017 Accounts Receivable	<u>\$ 8,201</u>	<u>\$</u>	<u>\$ 8,201</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

#### NOTE 10 CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2018 and 2017 the Organization had no uninsured cash balances.

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 90% and 89% of total revenue in the years ended June 30, 2018 and 2017, respectively.

#### NOTE 11 REAL ESTATE RENTAL

An apartment in the building owned by MAPSA was rented to a tenant unassociated with the Organization's mission. The lease was for the period August 2015 to July 2016 and then automatically renewed for one year, expiring July 2017. Monthly rent for this lease was \$850 per month. The Organization stopped renting the apartment during the year ended June 30, 2017.

The Organization also derives revenue from renting a portion of its building under short term rental arrangements.

Total rental income related was \$1,750 and \$10,200 for the years ended June 30, 2018 and 2017, respectively.

#### NOTE 12 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30:	<u>2018</u>	2017_
Mortgage payable to a bank in monthly installments of \$725 including principal and interest beginning December 1999. The interest is 4.50%. The note is secured by a mortgage on real estate and Matures September 2022.	\$ 33,740	\$ 40,623
Less current portion		,3 <u>42</u>
<u>7,020</u>	<u>\$ 26,398</u>	<u>\$ 33,603</u>

The maturities on long-term debt as of June 30 are as follows:

2019	\$ 7,342
2020	7,679
2021	8,030
2022	8,400
Thereafter	2,289
	\$33,740

#### NOTE 13 RECLASSIFICATION

Certain accounts in the prior year financial statement have been reclassified, for comparative purposes, to conform to the presentation in the current year financial statements with no effect on the prior year net income.

### MONADNOCK AREA PEER SUPPORT AGENCY STATEMENT OF FUNCTIONAL EXPENSES FOR THE YEAR ENDED JUNE 30, 2018 WITH COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2017

	rogram ervices	gement & eneral	Func	draising_	 Total 2018	 Total 2017
Wages	\$ 150,201	\$ -	\$	-	\$ 150,201	\$ 142,375
Employee benefits	22,052	-		-	22,052	21,810
Payroll taxes	11,590	-		-	11,590	10,787
Outside services	11,741	-		-	11,741	-
Supplies and office expense	9,737	1,082		-	10,819	5,514
Telephone	4,518	502		-	5,020	3,795
Utilities	11,678	1,298		-	12,976	10,353
Insurance	6,522	725		-	7,247	7,770
Repairs and maintenance	2,930	326		-	3,256	4,979
Interest expense	1,782	198		-	1,980	1,991
Food	1,847	205		•	2,052	2,275
Professional fees	-	16,561		-	16,561	12,409
Other expenses	956	-		-	956	1,585
Board development	-	-		-	-	5,170
Travel	1,247	-		-	1,247	783
Training	18,980	•		-	18,980	15,271
Depreciation	8,306	-		-	8,306	7,806
Property taxes	1,373	153		-	1,526	948
Equipment rental	3,218	358		-	3,576	3,260
Vehicle expense	4,850	-		-	4,850	9,600
Postage	1,141	127		-	1,268	1,162
Advertising	-	-		1,079	1,079	1,628
Printing and reproduction		 			 	 587
	\$ 274,671	\$ 21,533	\$	1,079	\$ 297,283	 271,858

## MONADNOCK AREA PEER SUPPORT AGENCY STATEMENT OF ACTIVITIES BY STATE APPROVED BMHS FUNDS FOR THE YEAR ENDED JUNE 30, 2018

_		Approved	e Approved pite Funds	Non-B	MHS Funds		Total
REVENUE AND SUPPORT							
Grant income, current year,						æ	259,128
less surplus of \$4,812	\$	189,009	\$ 70,119	\$	-	\$	20,462
Grant income, prior year release		16,019	4,443		20.622		
Contributions		•	-		29,623		29,623 47
Interest income		-	-		47		1,750
Rental income		-	-		1,750		· ·
Program & other income			 		1,238		1,238
Total support and revenue		205,028	74,562		32,658		312,248
EXPENSES							150 201
Wages		103,941	46,260		-		150,201
Employee benefits		19,131	2,921		-		22,052
Payroli taxes		7,814	3,776		-		11,590
Outside services		11,741	-				11,741
Supplies and office expense		9,957	836		26		10,819
Telephone		2,843	1,344		833		5,020
Utilities		7,354	4,412		1,210		12,976
Insurance		4,419	2,163		665		7,247
Repairs and maintenance		1,958	1,203		95		3,256
Interest expense		840	1,140		-		1,980
Food		1,577	475		-		2,052
Professional fees		6,164	3,320		7,077		16,561
Other expenses		860	87		9		956
Travel		1,247	-		-		1,247
Training		15,357	503		3,120		18,980
Depreciation		-	-		8,306		8,306
Property taxes		-	-		1,526		1,526
Equipment rental		2,295	418		863		3,576
Vehicle expense		3,864	986		•		4,850
Postage		951	241		76		1,268
Advertising		585	167_		327		1,079
Total expenses		202,898	70,252		24,133		297,283
Net Increase in Net Assets		2,130	4,310		8,525		14,965
BMHS funds allowed for debt reduction		(2,130)	(4,310)		6,440		-
Net assets, beginning of year			 		111,919		111,919
Net assets, end of year	<u>s</u>		\$ <del>_</del> _	\$	126,884	\$	126,884

## Monadnock Peer Support Board of Directors

#### Co-PRESIDENTS

#### Melissa Chickering

Joined: 5/2017 Term #: 1

Term Length: 2 years Expiration: 5/2019 **Kate Robertson** 

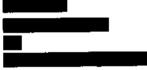


Joined: 5/2017 Term #: 1

Term Length: 2 years Expiration: 5/2019

## TREASURER

Marie Dokoupil



Joined on: 09/2015

Term #: 1

Term length: 2 years Expiration: 9/2019

#### SECRETARY

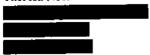
#### Scott Folson

Joined: 4/2018 Term #:1

Term Length: 2 years Expiration: 4/2020

#### ASSISTANT SECRETARY

Theresa Noel



Joined on: 07/2013

Term #: 2

Term length: 2 years Expiration: 07/2019

#### Martha Barnard



Joined: 4/2018

Term #:1

Term Length: 2 years Expiration: 4/2020

#### Joe Frankel

Joined: 9/2017

Term#: i

Term Length: 2 years Expiration: 9/2019

#### Daria Levy

Joined: 9/2017

Term #: 1

Term Length: 2 years Expiration: 9/2019

#### EXECUTIVE DIRECTOR

Peter Starkey

Keene, NH 03431

pstarkey@monadnockpsa.org

Joined: 1/2018

#### **EXPERIENCE**

#### **Executive Director, Monadnock Peer Support**

Keene, NH I January 2018 - Present

- •Direct all aspects of operations; including human resources, marketing, budgeting, utilization review, cost control, quality improvement, community/government relations, and risk management/safety.
- •Advocate on behalf of agency constituents to local, state, and federal representatives and government agencies
- •Supervise recruitment, training, and professional development of all staff
- •Collaborate with staff and membership to develop & promote programming
- •Responsible for financial stability and development of growth strategies from multiple revenue streams, including grant funding, fundraising, event management, and annual appeal
- •Cultivate relationships with external audiences to form partnerships
- •Accounting and fiscal management included preparation and presentation of financial reports for Board of Directors and governmental entities.
- •Serve as media and community spokesperson.

## Student Affairs Coordinator, School for International Training

Brattleboro, VT | August. 2014 - December 2017

- •Assessment of global risks (civil unrest, epidemics, terrorism) from various sources for a portfolio of worldwide programs in order to ensure student safety
- •Manage undergraduate student mental health and wellbeing, formulate wellness plans, and work with students and staff when issues of psychological distress arise
- •Coordinate crisis management response, in collaboration with designated staff and senior leadership, while communicating appropriate measures being executed to stakeholders (parents and schools)
- •Primary point of contact as an approachable resource to parents and students TEDxKeene 2018 for all wellness related questions, concerns, and issues
- •Collaborate across the academic institution to design and implement specific resources and trainings to meet the needs of international staff and diverse students
- •Aptitude toward identifying opportunities for improvement and utilizing current technology, in an effort to create more streamlined and efficient communication
- •Overhaul policies & procedures to establish standards of excellence for the college

#### **EDUCATION**

George Washington University, Washington, DC B.A. International Affairs - Aug. 2010- May 2014

**SKILLS** 

- Policy development
- Government relations
- Budget development
- Fundraising/Grant Writing
- Crisis/Risk Management
- Staff development &

training

- Conflict Resolution
- Microsoft Office and

Google

- •Database management
- Social Media (Facebook,

Twitter, Instagram)

**LEADERSHIP** 

Member, Board of Directors NH Peer Voice

Vice-President, Greater Keene Rotaract

TEDx Speaker,
TEDxKeene 2018

50 Under \$50K Honoree BuzzFeed/Bank of America

2019 Trendsetter Award
The Keene Sentinel

#### JUDE GROPHEAR

#### **WORK EXPERIENCE:**

## Advanced Level WRAP (Wellness Recovery Action Plan) Facilitator, October 2016 to Present

- Provides WRAP trainings through NH Peer Voice to employees of NH Peer Support Agencies and NH Community Mental Health Centers, including but not limited to WRAP Seminar I and WRAP Seminar II (Facilitator) Trainings
- Provides ongoing technical assistance to participants trained in WRAP/WRAP Facilitation

## Organizational Intentional Peer Support (IPS) Trainer

## Monadnock Area Peer Support Agency (MPS), Keene, NH, August 2016 to Present

- Provides IPS training to employees of MPS
- Provides IPS training through MPS to community members in the Monadnock Region and Southwest NH

#### **Program Director**

## Monadnock Peer Support, Keene, NH, November 2011 to present

- Part of the Administrative Team providing logistical supervision and direction for Wellness Programs including administrative and operational support
- Utilizes organizational, logistical, and interpersonal skills to work effectively with diverse teams and actively engage with other team members, community partners, and external audiences.
- Actively supports recovery, promotes wellness, ensures sustainability in operational functions.
- Designs and implements innovative peer wellness programs to serve those in the greater Monadnock and Southwest NH community.
- Facilitates groups utilizing IPS, WRAP and Hearing Voices Network-USA peer support modalities

#### Co-Director

## Elm City Child Care Keene, NH, February 2011 to November 2011

- Promoted from Lead Teacher to Director in February 2011.
- Acted as sole Director until Co-Director was hired in June 2011.
- Handled principle responsibilities for re-licensing with New Hampshire Child Care Licensing Unit through June 2011 (new license received June 2011).
- Supervised and supported 9 staff members, including Infant, Toddler and Preschool teams.
- Maintained interactive and collaborative relationships with families.

#### **EDUCATION:**

Bachelor of Science in Early Childhood Education Bachelor of Arts in English; Minor: French

#### Keene State College, Keene, NH, December 2005

- International Exchange: Campus International, Tulon, France, Summer 2001

#### **CERTIFICATIONS:**

- CPR (2018-present) and Narcan (2017-present) certified
- Advanced Level WRAP (Wellness Recovery Action Plan) Facilitator, October 2016-Present
- Intentional Peer Support (IPS) Organizational Trainer, August 2016-Present
- Hearing Voices Network-USA Facilitator, April 2015-Present
- NH Teacher Certification in Early Childhood Education, 2005-Present

#### **COMMUNITY INVOLVEMENT:**

- Performer/Singer, Various Local Venues, 2004-Present
- Panelist, "The S Word" Screening and Panel with Lisa Klein, Film Director, 2019
- Presenter, Annual Peer Support Agency Conference, 2018
- Presenter, Alternatives Conference, 2018
- Presenter, World Hearing Voices Congress, 2017
- Presenter, Academic Excellence Conference at Keene State College, 2004, 2005
- Volunteer, Cohen Center for Holocaust Studies, Keene State College, 2003-2004

#### MEMBERSHIPS, HONORS & AWARDS:

- Recipient, NAMI (National Alliance on Mental Illness) NH Peer Support Award, 2018
- Recipient, Monadnock Area Peer Support Agency Great Commitment to IPS Award, 2016
- Recipient, New Hampshire Charitable Foundation Grant, 2016
- Recipient, Monadnock Area Peer Support Agency Excellence Award, 2013
- Member, National Association For the Education of Young Children, 2008-Present
- Member, Sigma Tau Delta (National English Honor Society) 2002-Present
- Member, National Society for Collegiate Scholars 2001-Present
- Recipient, New Hampshire Parent Teacher Association Scholarship December 2004
- Recipient, William D. Eppes Arts and Humanities Award Spring 2003
- Recipient, Charles Hilderbrant Holocaust Studies Award Spring 2003
- Recipient, Teacher Education Scholarship (KSC) 2003-2005

#### ADDITIONAL SKILLS:

- Knowledge of Microsoft Word, Excel, Publisher, PowerPoint, AppleWorks, iPhoto, iTunes
- Basic French

## James H McLaughlin

Experienced mental health professional who has combined clinical training and lived mental health experience to promote and support individuals in crisis around the state of NH. Currently seeking opportunities to leverage this experience and support the work of peer support and clinical systems.

#### EXPERIENCE

Monadnock Peer Support, Keene, NH-Respite Manager February 2014 - PRESENT

- -Supervise planning, scheduling, and supervision of staff for Peer Respite program
- -Oversee Peer Respite budget and financial transactions
- -Develop quality assurance strategies for all Peer Respite programming
- -Represent the agency at community meetings and/or events
- -Submit required documentation pertaining to Peer Respite as mandated in state contract
- -Collaborate with Administrative Team on agency priorities and goals
- -Certified in Intentional Peer Support, Wellness Recovery Action Plan, and a group facilitator

Massachusetts Department of Public Health, Boston, MA- Training Supervisor April 1989 - July 1994

- -Managed quality assurance of statewide HIV antibody counseling and testing sites
- -Provided initial and ongoing training support and supervision for 10 counselors and 40 direct service providers
- -Administered contract for counselor training with Latino Health Network
- -Authored the Massachusetts Counseling and Trainings Testing policy for adolescents at risk for HIV infection

Project RAP, Beverly, MA, Shelter Assistant Director May 1983- August 1987

- -Supported the director in all aspects of an emergency shelter for adolescents
- -Supervised 6 direct service providers and 25 volunteers
- -Managed the shelter monthly budget and finance documents

#### **EDUCATION**

Centre College, Danville, Kentucky - B.S. Psychology August 1970 - May 1974 Antioch University New England, Keene, NH— M.A. Clinical Mental Health Counseling August 2006 - May 2011

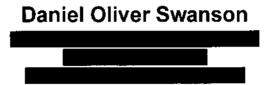
#### OTHER RELEVANT EXPERIENCE

1991-1994- National Trainer, Westover Consultants, Washington, DC

1983-1984- Home Health Aide, Boston Visiting Nurses, Boston, MA

1981-1982- Case Manager- Tri-Town Council, Topsfield, MA

1977-1980- Counselor- Patchwork (Shelter for abused kids), Charleston, WV



#### **RELEVANT SKILLS**

An ambitious college graduate with a background in psychology, communications, and political science seeking a full-time position with a focus in communications and public relations.

- Research assistant on a study published at two conferences
- Proficient in Photoshop, Microsoft Word, Excel, and Kipu
- · Advocacy work in the field of mental health
- Moderator at the 2014 Millennial Conference
- In depth knowledge of most social media platforms
- CPR certified
- Excellent customer service skills
- Intentional Peer Support core, Wrap training

#### **EMPLOYMENT**

Monadnock Area Peer Support Agency, Keene NH (July 2018-Present)

Administrative Coordinator

- · Scheduling and coordinating with employees
- Assisting the director with clerical work
- Ordering of office supplies
- Assisting with Day to day operations and running of program

Trader Joe's, Garden City NY (November 2016- June 2017)

#### Crew Member

- · Stock shelves to make sure the store is clean and presentable at all times
- Help to ring out customers and bag their items in a timely manner
- · Assist the managers in opening and closing duties
- Engage in small talk with customers to make their experience pleasant

#### Freelance Writer, Remote (October 2015- Present)

#### Copywriter

- Write and shoot video for BMC Media, a small startup media company based out of New York and Texas
- · Write copy for small businesses' websites to increase page visits and enhance business
- Extensive research for each client's specifications in order for their website to receive the traffic they desire
- Worked alongside a marketing firm in Delray Beach, FL to ensure client satisfaction
- Helped upkeep social media presence

Life of Purpose Treatment Center, Boca Raton FL (June 2015-October 2015) Academic Case Manager & Lead Second Shift Behavioral Health Technician

- Helped clients enroll in school, manage grades, and maintain academic goals
- Scheduled clients' appointments as well as maintained a schedule for clients during the evening hours
- Acted as a liaison between the facility and the clients' loved ones to help get both parties' needs met during the treatment process
- Worked with clients on an array of different issues from academic to legal
- Helped run nightly intensive outpatient services for the clients
- Kept a log on the facility during the evening shift and oversaw other technicians to ensure the facility was running smoothly

#### Feinberg Consulting, Delray Beach FL Sober Coach, Intern (April 2015-June 2015)

- Learned different treatment methods under licensed therapists
- Helped the company with marketing and outreach to multiple treatment centers
- · Wrote articles for the company's blog
- Helped the treatment team in creating individualized treatment plans for each client

#### The Sanctuary at Delray Beach

Behavioral Health Technician (September 2014-February 2015)

- Kept detailed notes on the clients and their daily activities
- Supported men in early recovery from drug and alcohol addiction
- Planned fun and sober activities for the men to do
- Administered drug tests to clients to ensure they were complying to house standards

## Parents Information and Resource Center, Pompano Beach FL

PE Teacher & Teacher's Aide (April 2014-August 2014)

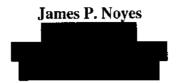
- Organized activities for the children during their summer program
- Assisted clinicians with therapy groups and activities
- Facilitated communication between parents and their children's treatment team
- Tutored and helped children with homework in after school program
- Ran physical education classes for the children and maintained a physical fitness regimen for them

#### **EDUCATION**

#### LYNN UNIVERSITY

- Bachelor's of Science with a major in Psychology and a minor in Politics and Media
- Graduated in May of 2015

References available upon request



## **Employment History**

11/14 - Present	Employed part time at Monadnock Area Peer Support Agency. Duties include: van driving, general maintenance, respite work, group facilitation.
5\94-5/2/14	Employed at the Wyman Way Co-op in several capacities, ex. painting, household repairs, driving, yard work, moving. Was the General Manager from 2006 to 5/2/14. Wyman Way went out of business. Contacts: Marty Yauga: 852-2661, Sandy Jones: 357-4400
1992-1994	Living with parents and doing repairs on their house in Fitzwilliam, NH
10/91-5/92	Dish Washer and Salad Bar Tender at Keene State College.
1989-1991 NH	Living with parents and doing repairs on their house in Fitzwilliam,
1988	Worked 4 months at Cole's Farm, Jaffrey, NH. Worked as egg packer, barn cleaning, cider bottling. Phone; 532-8412
1987-1988	Worked 4 months in Northampton, MA driving buses in the 5 college area. Phone: 413-586-1909
6\87-9\87	Worked for the Town of Dover Public Schools, Dover, MA, as Janitor assistant. Phone: 508-785-1430
6/86-9/86	Wayland Country Club. Phone: 508-358-2250 Wayland, MA; helper for the golf course grounds keeper
5/82-12/83	Carpenter assistant for Geoffrey Lawrence, Dover, MA
Education History:	
9/92-12/93	Full time student at Keene State College, Keene, NH. Studied music, electronics, and economics

9/86-5/87	Full time student at the University of Massachusetts, Amherst, MA. Studied general education, philosophy, and psychology
9/84-12/85	Full time student at the State University of New York, New Paltz, NY Studied general education
1/84-4/84	Full time student at Wittenberg University, Springfield. Ohio
1978-1982	Attended Dover/Sherborn High School, Dover, MA. Graduated with a High School Diploma.



#### RECENT EXPERIENCE:

## 2017-Present Monadnock Area Peer Support Agency Keene, NH Support staff, Group Facilitator

- Provide and practice Intentional Peer Support (IPS)
- Facilitate support groups
- Provide assistance to administrative team as needed
- Resolve conflicts with members using skill sets learned here
- To welcome visitors, and new members
- Attend all trainings and meetings
- Proficient office skills such as phone, fax, Microsoft Office, Sling, Google Apps

## 2014-2016 Cheshire Medical Center/Dartmouth Hitchcock Keene, NH RN- Specialty Medicine- Float Pool (per diem)

- Work with doctor, LNA, patient to coordinate care
- Medication refills via fax, and phone calls to pharmacy
- Maintain and update patient records as needed
- Prepare patients (gather vital signs, update current medications, and allergies)
- Phone triage

## 2013-2014 Cheshire Medical Center/Dartmouth Hitchcock Keene, NH RN- Farnum Rehabilitation

- Administer oral and IV medication
- Resident assessment
- Wound treatment
- FIM scoring with charting
- Work with PT, OT, ST to help patient regain or maintain highest functioning level

#### 2010-2013 Genesis Healthcare Keene, NH

#### LPN

- Administer medication
- Resident assessment
- Wound treatment
- Provide end of life care

#### **EDUCATION:**

#### Associate of Science Degree in Nursing, 2013

Joseph School of Nursing 2013 Nashua, NH

#### Practical Nurse License, 2010

St. Joseph School of Nursing 2010 Keene, NH

#### **CERTIFICATIONS:**

IV certification class, IPS, 101, IPS Core, Wrap Overview, Wrap Facilitator, CPR, Facilitator Training, CPR, Narcan Training

#### **CLINICAL TRAINING:**

Apply the nursing process for patients in a variety of settings including Operating Room, Intensive Care Unit, Medical-Surgical, Labor and Delivery, Orthopedics, and Neurology

Jessica Johnson

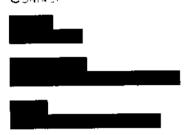
JESSICA JOHNSON

Respite Curator

#### PROFILE

Looking to gain
Experience and Knowledge, further
my Education and bring both my
Personal and Professional Experience
to the table to help one Lucky
business grow.

#### CONTACT



#### **EDUCATION**

Monadnock Regional High School

2001-2006 7<sup>th</sup> GRADE up to 12<sup>th</sup> GRADE CLASS OF 2007 GENERAL STUDIES

#### WORK EXPERIENCE

Monadnock Area Peer Support Agency Respite Curator

Dec 13, 2018- Current

The goal of my position is to provide emergency temporary care to people in need of supports which includes alternative shelter, Meetings, providing an open ear to listen and personal Experiences. I do lots of routine cleaning and organizing, answering phone system, occasional Respite Intakes and in charge of the weekly staff notes.

#### **TDBank Teller 1**

2007-2008

Responsible for handling customer financial transactions like deposits, withdrawals, transfers, money orders, and checking. It also included counting cash, answering phones, filing deposit slips and paperwork, managing ATM deposits, and balancing end of the day numbers all while providing Excellent Customer Service.

## Pine Heights At Brattleboro Front Desk Coordinator 2006-2007

As a Front Desk Coordinator it was my job to assist patients and clients with Registration needs, payments for services and general information requests. I was in charge of doing a II Admissions and Discharges, answering a multi-line phone system, passing out paychecks and working strongly under the supervision of the Bookkeeper and the Office Manager.

#### **SKILLS**

Computer Skills

Multi-line phone answering system

**Excellent Customer Service** 

Money Skills

Honest

#### Kyle Pence

#### Kyle Pence

#### Experience

#### 11-2017 - Present

Respite curator, Support staff, Driver Monadnock area Peer support agency

Talk to respite guest

Answer phones

Support members and peers in day to day activities

Take members and staff to and from MPS in van

4-15-2015 - 11-2015

Flooring Associate, Home Depot

Sold flooring installations including hardwood, laminate, tile, and carpet Assisted customers with selection and purchasing of merchandise Answered any and all questions regarding the installation process Merchandised products and implemented cap designs

Education

June 1987

HS diploma, moorestown HIgh School

June 2001

De Anza college

Training

- IPS 101
- · IPS CORE
- WRAP OVERVIEW
- NARCAN TRAINING
- CPR CERTIFIED
- DEFENSIVE DRIVING

### **Douglas Burdick**

## **Experience**

5/2017 - Present

Driver, support staff, Monadnock area Peer support agency

Provides transportation to and from Monadnock Peer Support from within Cheshire County

Fill out paperwork, fill out mileage log

Get gas as needed

Answer phone calls

Give support to members and peers

#### 12/90 - 11/2007

window clerk, united states postal office

Wait on the public selling stamps, mailing packages, selling a wide variety of mailing services to the public

Sort and distribute mail to the mail carriers

#### Education

#### 06/1991

Hs diploma, Keene High school, keene, nh

#### **Skills**

- Retail Sales
- Experienced customer service with

#### the public

- Experienced Driver
- Intentional Peer Support 101
- Intentional Peer Support-Core

#### Training

- Safe Driving Skills
- Wellness Recovery Action Plan

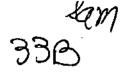
#### (WRAP)

Suicide Prevention

#### CONTRACTOR NAME

## Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Starkey	Executive Director	44,000	95%	42,000
Jude Grophear	Program Director	35,000	40%	14,000
Doug Robertson	Respite and Community Impact Director	34,000	100%	34,000
VACANT	Assistant Program Director	32,000	44%	14,000
Jim McLaughlin	Administrative Coordinator	18,000	56%	10,000
Sarah Harris	Operations Assistant	6,240	100%	6,240
James Noyes	Driver/Peer	7,280	100%	7,280
Doug Burdick	Driver/Peer	7,280	100%	7,280
Jessica Johnson	Respite Peer	14,300	100%	14,300
Kyle Pence	Respite Peer	14,300	100%	14,300





Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

May 16, 2018

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

#### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	<b>\$67</b> 8,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	\$528,228	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
	Totals	\$5,520,158	\$2,760,679	\$8,280,837

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Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

#### Please see attached financial detail.

#### **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business. These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served: Statewide.

Source of funds: 44.55% 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) SM010035-18

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

No.

Approved by:

Jeffrey A. Meyers Commissioner

OF BETTATION E TEACHT,	MENTAL HEALTH BLOCK GR	100% Federal Fu	inds		
		Activity Code: 922			
The Alternative Life Center	т -	Theory code: BEE		<del>-</del>	<del></del>
Vendor # 068801		<del>                                     </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290 <u>,15</u> 4
2,018	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290,15
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	<u> </u>
Subtotal			\$580,308	\$0	\$580, <u>30</u>
The Stepping Stone Drop-I	n Center Association	<u> </u>			· · · -
Vendor # 157967					-:
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Sys	102-500731	\$209,790	50	\$209,79
2,018	Contracts for Prog Sys	102-500731	\$209 <u>,790</u>	\$0	\$209,79
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$419,580	\$0	\$419,58
Lakes Region Consumer A	dvisory Board	<del></del>			
Vendor # 157060		<u> </u>			· · · · · · · · · · · · · · · · · · ·
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$198,18
2,018	Contracts for Prog Sys	102-500731	\$188,183	\$0	\$188,18
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$376,366	\$0	\$376,36
Monadnock Area Peer Sup	port Agency	J		· -	
Vendor# 157973	1				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,44
2,018	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,44
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	
Subtotal			\$292,898	\$0	\$292,89
I.E.A.R.T.S. Peer Support	Center of Greater Nashua Re	gion VI			
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,86
2,018	Contracts for Prog Sys	102-500731	\$211,860	\$0	\$211,86
2.019	Contracts for Prog Svs	102-500731	_\$0		
			\$423,720	sol	\$423,72

	c.	_L i	1		
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
. 2,017	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,018	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,019	Contracts for Prog Svs	102-500731	\$0	50	\$0
Subtotal			\$491,124	\$0	\$491,124
Connections Peer Support C		1		<del></del>	<del></del>
Vendor # 157070	TO RECO				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$135,751	\$0}	\$135,751
2,018	Contracts for Prog Sys	102-500731	\$135,751	\$0	\$135,751
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$271,502	\$0	\$271,502
Tri-City Consumers' Action (	Co-onerative	T 1			
Vendor # 157797		+			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,018	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,019	Contracts for Prog Sys	102-500731	\$0	50	\$0
Subtotal			\$204,724	\$0	\$204,724
SUB TOTAL }		1	\$3,060,222	50	\$3,060,222
VUITE		<del></del>	40,000,222	. +01	40,045,222
05-95-92-920010-7011 HEAL		AL HEALTH, PEER	SUPPORT SERVICES		HEALTH DIV OF, DIV
05-95-92-920010-7011 HEAL		AL HEALTH, PEER 100% General F	SUPPORT SERVICES unds		HEALTH DIV OF, DIV
		AL HEALTH, PEER	SUPPORT SERVICES unds		HEALTH DIV OF, DIV
The Alternative Life Center		AL HEALTH, PEER 100% General F	SUPPORT SERVICES unds		HEALTH DIV OF, DIV
		AL HEALTH, PEER 100% General F	SUPPORT SERVICES unds		Revised Budget Amount
The Alternative Life Center Vendor # 068801	OF BEHAVIOR	AL HEALTH, PEER 100% General F Activity Code: 92	SUPPORT SERVICES unds 207011	Amount Increase	Revised Budget
The Alternative Life Center Vendor # 068801 State Fiscal Year	OF BEHAVIOR	AL HEALTH, PEER 100% General F Activity Code: 922 Class Account	SUPPORT SERVICES unds 207011  Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount \$233,122
The Alternative Life Center Vendor # 068801 State Fiscal Year 2,017	OF BEHAVIOR  Class Title  Contracts for Prog Svs	AL HEALTH, PEER 100% General F Activity Code: 922 Class Account 102-500731	SUPPORT SERVICES unds 207011  Current Budget \$233,122	Amount Increase/ (Decrease)	Revised Budget Amount \$233,122 \$233,122
The Alternative Life Center Vendor # 068801 State Fiscal Year 2,017 2,018	Class Title  Contracts for Prog Sys  Contracts for Prog Sys	AL HEALTH, PEER 100% General F Activity Code: 922 Class Account 102-500731 102-500731	SUPPORT SERVICES unds 207011  Current Budget \$233,122 \$233,122	Amount Increase/ (Decrease)	Revised Budget Amount
The Alternative Life Center Vendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	AL HEALTH, PEER 100% General F Activity Code: 922 Class Account 102-500731 102-500731	SUPPORT SERVICES unds 207011  Current Budget \$233,122 \$233,122 \$50	Amount Increase/ (Decrease) \$0 \$0	Revised Budget Amount \$233,122 \$233,122
The Alternative Life Center Vendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal The Stepping Stone Drop-In	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	AL HEALTH, PEER 100% General F Activity Code: 922 Class Account 102-500731 102-500731	SUPPORT SERVICES unds 207011  Current Budget \$233,122 \$233,122 \$50	Amount Increase/ (Decrease) \$0 \$0	Revised Budget  Amount \$233,122 \$233,122
The Alternative Life Center Vendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	AL HEALTH, PEER 100% General F Activity Code: 922 Class Account 102-500731 102-500731	SUPPORT SERVICES unds 207011  Current Budget \$233,122 \$233,122 \$50	Amount increase/ (Decrease) \$0 \$0 \$0 Amount increase/	Revised Budget  Amount \$233,122 \$233,122
The Alternative Life Center Vendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal  The Stepping Stone Drop-In Vendor # 157967 State Fiscal Year	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Center Association  Class Title	AL HEALTH, PEER 100% General F Activity Code: 922  Class Account 102-500731 102-500731 102-500731  Class Account	SUPPORT SERVICES unds 207011  Current Budget \$233,122 \$233,122 \$20 \$466,244  Current Budget	Amount increase/ (Decrease) \$0 \$0 \$0 Amount increase/ (Decrease)	Revised Budget Amount \$233,122 \$233,122 \$466,244  Revised Budget Amount
The Alternative Life Center Vendor # 068801  State Fiscal Year  2,017 2,018 2,019 Subtotal  The Stepping Stone Drop-In Vendor # 157967	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Center Association  Class Title  Contracts for Prog Svs	AL HEALTH, PEER 100% General F Activity Code: 922  Class Account 102-500731 102-500731 Class Account Class Account	SUPPORT SERVICES unds 207011  Current Budget \$233,122 \$233,122 \$0 \$466,244  Current Budget	Amount increase/ (Decrease) \$0 \$0 \$0 \$0 \$0 \$0 (Decrease)	Revised Budget
The Alternative Life Center Vendor # 068801 State Fiscal Year 2,017 2,018 2,019 Subtotal  The Stepping Stone Drop-In Vendor # 157967 State Fiscal Year 2,017	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Center Association  Class Title	AL HEALTH, PEER 100% General F Activity Code: 922  Class Account 102-500731 102-500731 102-500731  Class Account	SUPPORT SERVICES unds 207011  Current Budget \$233,122 \$233,122 \$20 \$466,244  Current Budget	Amount increase/ (Decrease) \$0 \$0 \$0 Amount increase/ (Decrease)	Revised Budget Amount \$233,122 \$233,122 \$466,244  Revised Budget Amount

		,			
Lakes Region Consumer Adv	visory Board				
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$151,196	\$0	\$151,196
2,016	Contracts for Prog Svs	102-500731	\$151,196	\$0	\$151,196
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$302,392	\$0	\$302,392
Monadnock Area Peer Suppo	ort Agency		Г		
Vendor # 157973	DIT AGRICA				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$ 117,665	\$ -	\$ 117,665
2,018	Contracts for Prog Sys	102-500731	\$ 117,665	\$ -	\$ 117,665
2,019	Contracts for Prog Sys	102-500731	\$ -	<u>s</u> -	\$ -
Subtotal			\$ 235,330	\$ .	\$ 235,330
H.E.A.R.T.S. Peer Support Co	enter of Greater Nashua Re	gion VI			
Vendor # 209287		<del>-</del>		Amount Increase/	Revised Budget
State Fiscal Year 2,017	Class Title Contracts for Prog Sys	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731 102-500731	\$170,218 \$170,218	\$0 \$0	\$170,218 \$170,218
2.019	Contracts for Prog Svs		\$170,218	\$0 \$0	
Subtotal	Contracts for Prog Svs	102-500731	\$340,436	\$0 \$0	\$0 \$340,436
Subtotal			\$340,436	φu	\$340,436
On the Road to Recovery, Inc		!			
Vendor # 158839	<u>.                                    </u>	<del></del> -		ı	
				Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$197,296	<u>\$0</u>	<b>\$197,29</b> 5
2,018	Contracts for Prog Sys	102-500731	\$197,296	\$0	\$197,296
2,019	Contracts for Prog Svs	102-500731	\$0		\$0
Subtotal			\$394,592	\$0	\$394,592
Comment Services Services Services		<u> </u>			
Connections Peer Support C Vendor # 157070	-enter	·			
Vendor # 15/0/0				Amount Increase/	Revised Budget
State Fiscal Year	Class Title	l		AMOUNT INCIPASE	Kevised Odočet
		Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$109,071	(Decrease) \$0	Amount \$109,071
2,017 2,018	Contracts for Prog Sys Contracts for Prog Sys	· · · · · · · · · · · · · · · · · · ·		<del></del>	
<del> </del>	Contracts for Prog Sys	102-500731	\$109,071	\$0	\$109,071
2,018	Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	\$109,071 \$109,071	\$0 \$0	\$109,071 \$109,071 \$0
2,018 2,019 Sublotal	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	\$109,071 \$109,071 \$0	\$0 \$0 \$0	\$109,071 \$109,071 \$0
2,018 2,019 Subtotal Tri-City Consumers' Action C	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	\$109,071 \$109,071 \$0	\$0 \$0 \$0	\$109,071 \$109,071
2,018 2,019 Sublotal	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	\$109,071 \$109,071 \$0	\$0 \$0 \$0 \$0	\$109,071 \$109,071 \$0 \$0 \$218,142
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative Class Title	102-500731 102-500731 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget	\$0 \$0 \$0 \$0 \$0 Amount Increase/ (Decrease)	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys	102-500731 102-500731 102-500731 Class Account	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245	\$0 \$0 \$0 \$0 \$0 Amount Increase/ (Decrease)	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,245
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731 Class Account 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245	\$0 \$0 \$0 \$0 \$0 Amount increase/ (Decrease)	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018 2,019	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys	102-500731 102-500731 102-500731 Class Account	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245 \$0	\$0 \$0 \$0 \$0 \$0 Amount Increase/ (Decrease) \$0 \$0	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,245 \$82,245
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731 Class Account 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245	\$0 \$0 \$0 \$0 \$0 Amount increase/ (Decrease)	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,245 \$82,245
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018 2,019	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731 Class Account 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245 \$0	\$0 \$0 \$0 \$0 \$0 Amount Increase/ (Decrease) \$0 \$0	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,245 \$82,245 \$0 \$154,490
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731 Class Account 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245 \$0 \$164,490	\$0 \$0 \$0 \$0 \$0 \$0 Amount Increase/ (Decrease) \$0 \$0	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,245 \$82,245
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal  SUB TOTAL	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731 102-500731 Class Account 102-500731 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736	Amount Increase/ (Decrease) \$0 \$0  OF, HHS: BEHAVIOR	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,245 \$82,245 \$154,490
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal  SUB TOTAL	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731 102-500731 Class Account 102-500731 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736 O HUMAN SVCS DEPT S, PEER SUPPORT SE	Amount Increase/ (Decrease) \$0 \$0  OF, HHS: BEHAVIOR	\$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,245 \$82,245 \$154,490
2,018 2,019 Subtotal  Tri-City Consumers' Action C Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal  SUB TOTAL	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Co-operative  Class Title Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731 102-500731 102-500731 102-500731 102-500731	\$109,071 \$109,071 \$0 \$218,142 Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,459,736 O HUMAN SVCS DEPT S, PEER SUPPORT SE	Amount Increase/ (Decrease) \$0 \$0  OF, HHS: BEHAVIOR	\$109,071 \$109,071 \$109,071 \$0 \$218,142 Revised Budget Amount \$82,246 \$82,246 \$154,490
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0.14-1-1			50	\$233,122	\$233,122
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ne Stepping Stone Drop-In	Center Association				
endor # 157967				Amount increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
	Out to for Drop Sile	102-500731	SO.	\$0	
2,017	Contracts for Prog Sys Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$168,555	\$ <u>168,555</u>
2,819 Subtotal	GOTH BOLD TO: 1 109 010		50	\$168,555	\$16 <u>8,55</u> 5
00000			<del>_</del>		<u> </u>
akes Region Consumer Ad	Ivisory Board			<del></del> +	
endor # 157060		<u> </u>	<del></del> +	Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease) \$0	Amount
2,017	Contracts for Prog Sys	102-500731	\$0	<u>\$0</u>	
2,018	Contracts for Prog Svs	102-500731	\$0	\$151,196	\$151,19
2,019	Contracts for Prog Svs	102-500731	\$0	\$151,196	\$151,19
Subtotal		<u> </u>	\$0	\$101,130	<u> </u>
		<del></del> -			
lonadnock Area Peer Supp	port Agency	<del> </del>			
endor # 157973	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
State Fiscal Year	l				S
2,017	Contracts for Prog Svs	102-500731	\$		<u>s</u>
2,018	Contracts for Prog Svs	102-500731 102-500731	\$ -	-	\$ 117,66
<u>2,019</u>	Contracts for Prog Svs	102-300731	s -	\$ 117,665	\$ 117,66
Subtotal	<u> </u>		<u> </u>	· <u>·</u>	
LE LO TO Beer Consent	Center of Greater Nashua Re	alon VI			
LE.A.R. I.S. Peer Support /endor # 209287	Center of Greater Hearing 150	1			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
	Daniel for Dana Sug	102-500731			
2,017	Contracts for Prog Svs Contracts for Prog Svs	102-500731	so	\$0	
2,018	Contracts for Prog Svs	102-500731	\$0	\$170,218	\$170,2
2,019 Subtotal	Contragate for Con		\$0	\$170,218	\$170,2
On the Road to Recovery,	lnc.	<u> </u>			
Vendor # 158839			<u> </u>	t-curt Increased	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$0		
2,018	Contracts for Prog Svs	102-500731	\$0		\$197,2
2,019	Contracts for Prog Svs	102-500731	\$(		
Subtotal		<u>_ </u>	\$1	\$197,290	413116
			<del></del>	<del></del>	
Connections Peer Suppor	t Center	.	<del></del>		
Vendor # 157070 State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
	<u> </u>	102-500731	<del>- s</del>	<del>                                     </del>	
2,017	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$	\$0	
2,018 2,019	Contracts for Prog Svs	102-500731	\$	\$109,071	
Subtotal	Contracts for Fig. 54		- \$	\$109,071	\$109,0
Subtotal					<del></del>
Tri-City Consumers' Actio	n Co-operative				
Vendor # 157797				<del>                                     </del>	Revised Budge
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731		0	
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E,010	Contracts for Prog Svs	102-500731		0 \$82,245	
2.019			· 1	0 \$82,245	\$82,
2,019 Subtotal				- <del>- +==</del>	
				0 \$1,229,36	

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he Alternative Life Center		· · · · · · · · · · · · · · · · · · ·			
endor # 068801 State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
<u>'</u>	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,017 2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731		\$290,154	\$290,15
Subtotal			\$0	\$290,154	\$290,15
he Stepping Stone Drop-In	Center Association				
endor # 157967					Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	50	50	
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	**************************************
2,019	Contracts for Prog Sys	102-500731	<u></u>	\$209,790	\$209,79
Subtotal			\$0	\$209,790	\$209,79
akes Region Consumer Ac	lvisory Board				
endor # 157060					De dead Budest
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0)	
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	
2.019	Contracts for Prog Sys	102-500731	\$0 \$0	\$18 <u>8,183</u> \$188,183	\$188,1 \$188,1
fonadnock Area Peer Supp	oort Agency				
/endor # 157973		<del>                                     </del>		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$ <u>0</u> \$0		
2,018	Contracts for Prog Svs	102-500731	\$0		\$146,4
2,019 Subtotal	Contracts for Prog Svs	102-500731	\$0	<del> </del>	\$146,4
				<del></del>	
H.E.A.R.T.S. Peer Support of Vendor # 209287	Center of Greater Nashua Re	iglon VI			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budge Amount
2.017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,017 2,018	Contracts for Prog Svs	102-500731		\$0	
2,019	Contracts for Prog Sys	102-500731	\$0	\$211,860	\$211,8
Subtotal			\$(	\$211,860	\$211,8
On the Road to Recovery,	Inc	<del></del>	<del></del>		
Vendor # 158839	<del></del>	1			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budge Amount
2,017	Contracts for Prog Svs	102-500731	\$6		
2,018	Contracts for Prog Svs	102-500731	\$		
2,019	Contracts for Prog Sys	102-500731			
Subtotal			\$	\$245,562	\$245,
Connections Peer Support	Center				
Vendor # 157070					<u> </u>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budge Amount
	<del>                                     </del>	102-500731	\$	\$0	
2 017	<ul> <li>Contracts for Prog Sys</li> </ul>	[ [02-00075]		-	,
2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs	102-500731		0	
2,017 2,018 2,019			\$ \$	-	\$13!

lor # 157797		<del> </del>		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2.017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	
2.019	Contracts for Prog Svs	102-500731	\$0	\$102,362	\$102,3
Subtotal				\$102,362	\$102,3
TOTAL		<del></del>		\$1,530,111	\$1,530,1

		% Other Funds/ 20% G	eneral Funds		
	<u> </u>	Activity Code: 910	00000		
he Alternative Life Center					
/endor # 068801					Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Amount
2,018	Consultants	046-500464	\$1,200	\$0	\$1,20
2,019	Consultants	046-500464	\$0	\$1,200	\$1, <u>20</u>
Subtotal	COIDOGETICS		\$1,200	\$1,200	\$2,40
Subtotal			\$5,520,158	\$2,760,679	\$8,280,8



## New Hampshire Department of Health and Human Services Peer Support Services

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Area Peer Support Agency, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 64 Beaver Street P.O. Box 258 Keene, NH 03431.

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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- Form P-37, General Provisions, Block 1.4, Contractor Address, to read: 64 Beaver Street P.O. Box 258 Keene, NH 03431.
- 2. Form P-37 General Provisions, Block 1.6, Account Numbers, to read: 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
- 3. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- 4. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$792,342.
- Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
   Maria Reinemann, Esq., Director of Contracts and Procurement.
- 6. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- 7. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 9. Add Exhibit K, DHHS Information Security Requirements.



## New Hampshire Department of Health and Human Services Peer Support Services

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 18 18 Date

Director

Monadnock Area Peer Support Agency

5/1/8 Date // 18

Tame:
Title: Board Davident

Acknowledgement of Contractor's signature:

State of NH—, County of Cheshice on May 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: 4-19-82



## New Hampshire Department of Health and Human Services Peer Support Services

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

	OFFICE OF THE ATTORNEY GENERAL
65 2018 Date	Name: Christopher G. Astin Title: Senior Assistant Atlamey General
I hereby certify that the foregoing Amendm the State of New Hampshire at the Meeting	nent was approved by the Governor and Executive Council of g on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:



# 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 at a significant risk of becoming a recipient of 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.
- 1.6. Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

## 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 I served by the Contractor.

RFP-2017-BBH-02-PEERS-04 Monadnock Area Peer Support Agency Exhibit A Amendment #1

Date: 5/7/7



- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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.

Contractor Initials: <u>PM</u>

Date: <u>5</u> 7 18



# 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 , including, but not limited to:
    - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
    - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
      - 3.1.1.3.1: Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
      - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
      - 3.1.1.3.3. Emphasize 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.
      - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
      - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
      - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
      - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.

RFP-2017-BBH-02-PEERS-04 Monadnock Area Peer Support Agency Exhibit A Amendment #1

Date: 5/7/18

Contractor Initials: <u>LM</u>



- 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:
  - 3.1.1.8.1. Rights Protection,
  - 3.1.1.8.2. Peer Advocacy,
  - 3.1.1.8.3. Recovery,
  - 3.1.1.8.4. Employment,
  - 3.1.1,8.5. Wellness Management, and
  - 3.1.1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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:
  - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1 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).
  - 3.1.1.11.2. Referrals to community mental health centers employment programs.

Contractor Initials: 4M



- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and 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 and 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 quests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.
  - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.

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- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

#### 3.4. Crisis Respite

- 3.4.1. 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:
  - 3.4.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
  - 3.4.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
  - 3.4.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
  - 3.4.1.4. 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.
  - 3.4.1.5. 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.
  - 3.4.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
  - 3.4.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
  - 3.4.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
  - 3.4.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.

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- 3.4.1.10. Support the individual in returning to participation in community activities, services and supports.
- 3.4.1.11. 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.
- 3.4.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

#### 3.5. Permanent Housing

- 3.5.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
  - 3.5.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
  - 3.5.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

# 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 5, and services for consumers statewide.
- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.

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4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - 6.1.3.1.3. 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

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Agreement.

- 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 by the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

# 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:

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- 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.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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,

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- 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.
- 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).
- 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.
  - 7.9.5. Member Rights.

Contractor Initials: PM



- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.

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- Are comprised of no fewer than 9 individuals with at least 51% 8.1.2.3. of the individuals who self-identify as consumers.
- Less 20% of the board members are related by blood, 8.1.2.4. marriage, or cohabitation to other board members.
- Establish and maintain the bylaws that include, but are not 8.1.2.5. limited to:
  - Responsibilities and powers of the Board of 8.1.2.5.1. Directors.
  - Term limits for the board of director officers that 8.1.2.5.2. shall not allow more than 20% of the board members to serve for more than 6 consecutive
  - Nominating process that actively recruits diverse 8.1.2.5.3. individuals whose skills and life experiences will serve the needs of the agency.
  - A procedure by which inactive peer support 8.1.2.5.4. agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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).
- The Contractor shall submit to the Department and NH Department of Justice, 8.3. 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).
- The Contractor shall have written descriptions outlining the duties of the members 8.4. and officers of the board of directors.
- The Contractor shall have a documented Orientation Process and Manual for the 8.5. members and officers of the board of directors.
- The Contractor shall have annual trainings related to the members and officers of the 8.6. Board of Directors roles and responsibilities, including fiduciary responsibilities.
- The Contractor's Board of Directors shall have fiduciary responsibility for the agency 8.7. including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - Cash Management including cash receipts, cash disbursements, and petty 8.7.1.
  - Accounts Payable/Receivable Procedures, payroll, and fixed assets. 8.7.2.
  - Internal Control Procedures. 8.7.3.
  - Expense Reimbursement and Advance Policy. 8.7.4.
- The Contractor shall have open attendance to peer support agency members during a portion of a board meeting. Contractor Initials: RM

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- 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:
  - 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 shall 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.

Contractor Initials:  $\underline{M}$ 



- 10.1.1.1. Consumer name.
- 10.1.1.2. Date of written grievance.
- 10.1.1.3. Nature/subject of the grievance.
- 10.1.1.4. A method to submit an anonymous complaint.
- 10.1.2. Assisting consumers with the grievance and appeal process including 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 data for each State Fiscal Year, including, but not limited to:
  - 11.1.1. The number of members.
  - 11.1.2. The total number of participants.
  - 11.1.3. Program utilization totals and percentages.
  - 11.1.4. Number of telephone contacts.
  - 11.1.5. Description of outreach activities.
  - 11.1.6. Number and description of educational events.
  - 11.1.7. 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 11.1.

# 12. Performance Measures

12.1. 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.

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## 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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:
  - 13.5.1. 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.
  - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 13.5.3. 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.
    - 13.5.3.1. 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.
    - 13.5.3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

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# 14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.1.2.1. Data.
    - 14.1.2.2. Financial records.
    - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.2.4. Review of personnel files for completeness.
  - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall 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.

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#### SFY 2019 Budget

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

Bidder Name: Monadnock Area Peer Support Agency

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

Line Item Budget	Line item Budget Description	
Reference Number	PERSONNEL COSTS	Total Amount
	Salary & Wages	169,367
	Employee Benefit	23,752
503_	Payroll taxes	12,957
	Subtotal	206,076
	PROFESSIONAL FEES	
	Accounting	2,800
	Audit Fees	4,936
	Legal Fees	0
627	Other Professional Fees and Consultants	0
	Subtotal	7,736
	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	
	In-Service Training	1,000
	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
	OCCUPANCY COSTS	THE RESERVE OF
	Rent	0
	Mortgage Payments	8,705
643	Heating Costs	7.000
	Other Utilities	7,000
645	Maintenance and Repairs	1,500
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	24,205
650	CONSUMABLE SUPPLIES	
651	Office	2,300
652	Building/Household	1,500
	Rehabilitation/Training	- 0
<del></del>	Food	0
	Other Consumable Supplies	0
	Sublotal	3,800
	Other Expenses	Parks and Land Control
	CAPITAL EXPENDITURES	0
	CAPITAL RESERVE FUND	0
	EQUIPMENT RENTAL	1,680
	EQUIPMENT MAINTENANCE	1,000
	ADVERTISING	0
	PRINTING	Ď
	TELEPHONE/COMMUNICATIONS	3,840
	POSTAGE/SHIPPING	1,000
	Subtotal	7,520
740	TRANSPORTATION	CHARLE SAME
	Board Members	D C
	Staff	1,000
	Members and Participants	6,076
	Subtotal	7,076
750	Assistance to Individuals	
	Client Services	0
	Clothing	- 0
	Subtotal	<del></del> <del>o</del>
780	INSURANCE	
	Malpractice & Bonding	650
	Vehicles	2,757
	Comprehensive Property & Liability	3,294
	OTHER EXPENDITURES	3,294
	INTEREST EXPENSE	<del> </del>
	Subtotal	6,701
		Ψ,,,,,
TOT	AL PROGRAM EXPENSES	\$264,114
101.	VE 1 WOODWIN EXECUTED	\$404,114

#### Exhibit K



# **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security incident" in section two (2) of NIST Publication 800-61, Computer Security incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

#### Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "Pi") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials Date

Exhibit K
DHHS Information
Security Requirements
Page 2 of 9



#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### Exhibit K



#### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

# III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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#### Exhibit K



#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable. regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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#### Exhibit K



#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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V4. Last update 04.04.2018

#### Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HiPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents:
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials PM

#### Exhibit K



#### **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials

Date Ship

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Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

June 6, 2016

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

1/29/16

#### 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	Кееле, 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.



Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 2 of 3

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**

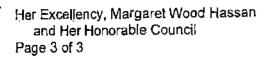
The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

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: 46.55% 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) \$M010035-16

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:

Commissioner





OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRU 100% Fed	leral Funds		-	
	e: 92207143			
The Alternative Life Center				
Vendor # 088801	·		<del></del>	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	290,154.0
2018	Contracts for Prog Svs	102-500731	\$	290,154.0
Subtotal			\$	580,308.0
The Stepping Stone Drop-In Center Association	1			
Vendor # 157967				
State Fiscal Year	Class Title	Class Account		Corrent Budget
2017	Contracts for Prog Svs	102-500731	\$	209,790.00
2018	Contracts for Prog Sys	102-500731	\$	209,790,00
Subtotal			\$	419,580.00
Lakes Region Consumer Advisory Board	<u> </u>			
Vendor # 157060				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	188,183.0
2018	Contracts for Prog Svs	102-500731	S	188,183.0
Subtotał		<u>                                     </u>	\$	376,366.0
		· · · · · · · · · · · · · · · · · · ·		
Monadnock Area Peer Support Agency Vendor # 157973	<del>                                     </del>			
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	146,449.0
2018	Contracts for Prog Sys	102-500731	\$	146,449.0
Subtotal			\$	292,898.0
HEADTS CONTRACTOR TO THE TOTAL TO THE TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTAL TOTA	<del></del>	<del>,</del>	1	
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Vandor # 209287				<del></del>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	S	211,860.0
2018	Contracts for Prog Sys	102-500731	\$	211,850.0
Subtotal		·	\$	423,720.0

Vendor # 158839	<del> </del> ·		<del> </del>	
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	\$	245,562.0
Subtotal .	<del> </del>		S	491,124.00
	<del></del>			
Connections Peer Support Center	<u> </u>		1	<del></del>
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	<del></del>	<del></del>		
Vendor # 157797	<del></del>	<del> </del>	<del> </del>	· <del>- · - · - ·</del>
State Fiscal Year	Class Title	Class Account	<del> </del>	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	<del> </del>	<del>  </del>	5	3,060,222.00
		<del></del>		
05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALT OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES	H AND HUMAN SVCS DE	EPT OF, HHS: BE	HAV	IORAL HEALTH DIV
100% Ge	neral Funds			
	de: 92207011			
The Alternative Life Center				
Vendar # 068801	<u> </u>		\	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	233,122.00
2018	Contracts for Prog Sys	102-500731	\$	233,122.00
Subtotal			\$	466,244.00
The Charles Charles David Control of the Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charles Charl		<del></del>		
The Stepping Stone Drop-In Center Association Vendor # 157967	<del></del>	<del> </del>	<del> </del> -	· · · · · <del></del> · · · · ·
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	<del> </del>	<del> </del>	\$	337,110.00
<del></del>	<del></del>	<del></del>		

On the Road to Recovery, Inc.



#### Financial Detail



Lakes Region Consumer Advisory Board	T	<del></del>		
Vendor # 157060		<del> </del>	-	
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		<del></del>	\$	302,392.00
	· · · · · · · · · · · · · · · · · · ·			
Monadnock Area Peer Support Agency Vencor # 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	<u> </u>			
State Fiscal Year	Class Title	Class Account	-	Current Budget
2017	Contracts for Prog Svs	102-500731	-	
<u> </u>		<u> </u>	\$	170,218.00
2018	Contracts for Prog Svs	102-500731	\$	170,218.00
Subtotal			\$	340,436.00
	<del>,</del>			
On the Road to Recovery, Inc. Vendor # 158839	<del> </del>	<del></del>		<del> </del>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	5	197,296.00
2018	Contracts for Prog Svs	102-500731	S	197,296.00
Subtota!			5	394,592.00
Connections Peer Support Center Vendor # 157070				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	109,071:00
2018				
2010	Contracts for Prog Svs	102-500731	\$	109,071.00
Subtotal Subtotal	<u> </u>		\$	218,142.00
Tri-City Consumers' Action Co-operative		<del>,</del>		
Vendor # 157797				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	Ş	82,245.00
2018	Contracts for Prog Svs	102-500731	\$	82,245.00
Subfotal	<del> </del>	<del> </del>	\$	164,490.00
SUB TOTAL			\$	2,458,736,00
TOTAL.	· ————————		\$	5,518,958.00



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

Peer Support Services	RFP-2017-BBH-02-I	PEERS	
RFP Name	RFP Number		Reviewer Names
			1. Peter Reid
Bidder Name	Maximum Points	Actual Points	<sup>2.</sup> Ann Driscoll
1. Connection Peer Support Center	575	301	3. Stacey Dubia
2. HEART Peer Support Center	575	271	4. Tom Grinley
3. Lakes Region Consumer Advisory Board	575	365	5. Jamie Kelly
4. Monadnock Area Peer Support Agency	575	428	6. Elizabeth Fenner-Lukaitis
5. On the Road to Recovery	575	481	7
6. Stepping Stone Drop In Center	575	481	8.
7. The Alternative Life Center	575	453	9.
8. Trí-City Consumers' Action Cooperative	575	454	

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-04)

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

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

<ol> <li>IDENTIFICATION.</li> </ol>						
1.1 State Agency Name		1.2 State Agency Address				
Department of Health and Human Services		129 Pleasant Street				
	•	Concord, NH 03301-3857				
1.3 Contractor Name		1.4 Contractor Address				
Monadnock Area Peer Support	Agency	290 Main Street				
		Keene, NH 03431.				
		<u> </u>				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation			
Number	05 05 03 030010 3147 103	7 20 2010	#C20 200			
603-352-5093	05-95-92-920010-7143-102-	June 30, 2018	\$528,228			
	500731; 05-95-92-920010- 7011-102-500731		1			
1.9 Contracting Officer for Sta	<del></del>	1.10 State Agency Telephone N	Jumber			
Eric B. Borrin, Director	2011641109	603-271-9558				
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory				
1 _	,	1,12 Name and Title of Comfactor Signatory				
Patrini Hacker		Patrice Marke	Roal Park			
7 aurac 1 juestes	X	Potricia Mackey,	board inesident			
1.13 Acknowledgement: State	of NH , County of (	Cheshire	<u> </u>			
701						
	re the undersigned officer, persona					
indicated in block 1.12.	name is signed in block 1.11, and a	eknowledged that s/he executed th	us document in the capacity			
	blicar Justice of the Peace	1 1 1	<del>-</del>			
12.13.1 Signature organization	1.13.1 Signature of Notary Public or Justice of the Peace					
[Scal] Signature of Notary Public or Justice of the Peace Man Simol						
1.13.2 Name and Title of Notary or Justice of the Peace						
Marie Bennett	Notary					
Mane Bennett Notary  1.14 State Agency Signature  1.15 Name and Title of State Agency Signatory						
NED - UL VISEV NOLL-						
1.14 State Agency Signature  1.15 Name and Title of State Agency Signatory  Date: 6/46/16 K-t						
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)						
By:	By: Director, On:					
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)						
BX M						
Main A Year Athan 12/14						
1.18 Approval by the Governo	or and Axecutive Council Yif applied	rable)	ı			
By:		On:				
J. Oil.						

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 bereunder, 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

Contractor Initials PM
Date 5/31/16

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, indennify 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 amountsof not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials 1/11
Date 5/31/16

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

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



# 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

- 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

Contractor Initials: 11



- 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.



# 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 selflimitations, 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. Weilness 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:
  - Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - Support individuals who are identifying problems by assisting them in addressing the Issue and/or in resolving grievances; and
  - 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:
  - 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:
  - Collaborate with other local human service providers that serve a. 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 quests 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. Contractor Initials:

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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. Permanent Housing

- 3.4.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
  - 3.4.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
  - 3.4.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

#### Geographic Area and Physical Location of Services 4.

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 5, 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:
      - If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - If the water is not approved for drinking, an alternative method b. for providing safe drinking water shall be implemented

5.	Enrolling Consumers	for	Services	and/or	as	Members	with	
	Peer Support Agency						D	м
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- 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
      - 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.
- 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.

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- 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,
  - 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:

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- 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;
  - 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

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- 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;
  - 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.

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- 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:
      - Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - Have the powers usually vested in the board of directors of a nonfor-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 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:
      - Responsibilities and powers of the Board of Directors,

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- 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
- Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
- 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:
  - 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. Contractor Initials: 11

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- 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:
  - 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

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- 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.
- 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.

RFP-2017-BBH-02-PEERS-04 Monadnock Area Peer Support Agency Exhibit A

Contractor Initials:



- 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
    - 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

RFP-2017-BBH-02-PEERS-04 Monadnock Area Peer Support Agency Exhibit A

Contractor Initials: 1

Page 16 of 17

Date: 5/31/16

# New Hampshire Department of Health and Human Services Peer Support Services



# Exhibit A

- 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.

RFP-2017-BBH-02-PEERS-04 Monadnock Area Peer Support Agency Exhibit A

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Contractor Initials: 911

Date: 5/31/16



#### 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.
- 8. 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.

#### Exhibit B



- 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 (10<sup>th</sup>) 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: \$70,293.
  - 9.5. Retirement: \$1,000.
- 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.

RFP-2017-BBH-02-PEERS-04 Monadnock Area Peer Support Agency Exhibit B

Contractor Initials 1990

Page 2 of 3

# New Hampshire Department of Health and Human Services Peer Support Services



#### Exhibit B

- 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.

RFP-2017-BBH-02-PEERS-04 Monadnock Area Peer Support Agency Exhibit 8

Date 5/31/16

#### Exhibit B-1

#### **BUDGET FORM**

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

Bidder Name: Monadnock Area Peer Support Agency

Budget Request for: Peer Support Services

(Name of RFP)

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

Ine Item Budget	Line Item Budget Description	NAME OF THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE OWNER, THE
Reference Number	Line Rem Budget Description	Total Amount
600	PERSONNEL COSTS	and the second
601	Salary & Wages	158,873
602	Employee Benefit	31,053
603	Payroll taxes	12,154
	Subtotal	202,089
	PROFESSIONAL FEES	- 1000 - 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 1000 ( ) 100
624	Accounting	3,594
	Audit Fees	5,690
626	Legal Fees	<u> </u>
627	Other Professional Fees and Consultants	l
	Subtotal	9,484
630	STAFF DEVELOPMENT AND TRAINING	五十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二十二
	Publications and Journals	
	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	0
RAD	OCCUPANCY COSTS	STATE OF THE PARTY
	Rent	0
	Mortgage Payments	8,755
	Heating Costs	9,785
644	Other Utilities	4,545
	Maintenance and Repairs	2,500
	Taxes	
		<del> </del>
647	Subtotal	25,585
	CONSUMABLE SUPPLIES	37%。17、19%。清楚高楚
		621
	Office	3,100
552	Building/Household	3,100
	Rehabilitation/Training	1,931
	Food	- 1,90 <u>1</u>
657	Other Consumable Supplies	<del></del>
	Sublotal	6,652
	Other Expenses	Tally Divergent (Manufacturities of
660	CAPITAL EXPENDITURES	<del></del>
	CAPITAL RESERVE FUND	<del> </del>
<u>670</u>	EQUIPMENT RENTAL	1,466
	EQUIPMENT MAINTENANCE	893
	ADVERTISING	589
	PRINTING	450
720	TELEPHONE/COMMUNICATIONS	3,840
730	POSTAGE/SHIPPING	596
	Subtotal	7,934
	TRANSPORTATION	1,000
	Board Members	<u> </u>
	Staff	977
743	Members and Participants	4,748
	Subtotal	5,725
750		10 Th 10
751	Client Services	<del> </del>
752	Clothing	<u> </u>
	Subtotal	0
	INSURANCE	S. 15 (15)
762	Vehicles	1,462
763	Comprehensive Property & Liability	2,983
800	OTHER EXPENDITURES	2,200
801	INTEREST EXPENSE	
	Subtotal	6,645
707	AL PROGRAM EXPENSES	264,114

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Contractor Initials: 21

#### **BUDGET FORM**

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

Bidder Name: Monadnock Area Paer Support Agency

Budget Request for: Peer Support Services

(Name of RFP)

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

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leference Number	Line kem Budget Description	Total Amount
600	PERSONNEL COSTS Salary & Wages	
601	Salary & wages	158,873
	Employee Benefit	31,063
603	Payroll taxes	12,154
	Subtolal	202,089
	PROFESSIONAL FEES	不可能理解的確認。
	Accounting	3,594
625	Audit Fees	5,890
626	Legal Fees	
627	Other Professional Fees and Consultants	]
	Subtotal	9,484
630	STAFF DEVELOPMENT AND TRAINING	(海岸洋海岸)
	Publications and Journals	
	In-Service Training	1,000
	Conferences and Conventions	
634	Other Staff Development	<del> </del>
	Subtotal	0
640	OCCUPANCY COSTS	and the second second
	Rent	0
		8,755
	Mortgage Payments	9,785
	Heating Costs	
	Other Utilities	4,545
	Maintenance and Repairs	2,500
	Taxes	<del></del>
	Other Occupancy Costs	0
	Subtotal	25,585
650	CONSUMABLE SUPPLIES	"物质是否,由非常、体质
	Office	, 621
652	Building/Household	3,100
653	Rehabilitation/Training	0
555	Food	1,931
657	Other Consumable Supplies	0
	Subtotal	6,652
	Other Expenses	表达19kg有4kk。196的在25
660	CAPITAL EXPENDITURES	
	CAPITAL RESERVE FUND	
	EQUIPMENT RENTAL	1,468
580	EQUIPMENT MAINTENANCE	893
	ADVERTISING	589
	PRINTING	450
	TELEPHONE/COMMUNICATIONS	3,840
		5,640
	POSTAGE/SHIPPING	7,934
	Subtotal	
	TRANSPORTATION	
741	Board Members	<del></del>
	Staff	977
743	Members and Participants	4.748
<del></del>	Subtotal	5,725
	Assistance to Individuals	· · · · · · · · · · · · · · · · · · ·
	Client Services	<b>↓</b>
752	Clothing	<u> </u>
	Subtotal	
760	INSURANCE	(a) 4 ) 222 =
762	Vehicles	1,452
763	Comprehensive Property & Liability	2.983
	OTHER EXPENDITURES	2,200
801		
	Sublotal	6,645
		T
	AL PROGRAM EXPENSES	264,1

#### New Hampshire Department of Health and Human Services Exhibit C



#### **SPECIAL PROVISIONS**

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

- 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;

Contractor Initials Date 5/31/16

#### New Hampshire Department of Health and Human Services Exhibit C



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

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

- 8. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. Fiscal Records; books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 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.

Contractor Initials 77

Exhibit C - Special Provisions

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06/27/14

#### New Hampshire Department of Health and Human Services Exhibit C



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

- 11. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department,
  - Final Report: A final report shall be submitted within thirty (30) days after the end of the term 11.2. of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. Completion of Services: Disallowance of Costs; Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price 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 produre said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, bylaws and regulations.
- 16. Equal Employment Opportunity Plan (EEOP): The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

Contractor Initials TI Date 5/31/16

Exhibit C - Special Provisions

06/27/14

Page 3 of 5

# New Hampshire Department of Health and Human Services Exhibit C



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

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

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

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

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

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

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

Exhibit C - Special Provisions

# Appendix B New Hampshire Department of Health and Human Services Exhibit C



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

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

#### DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

Contractor Initials <u>PM</u>
Date <u>5 31/16</u>

Exhibit C - Special Provisions

06/27/14

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# New Hampshire Department of Health and Human Services Exhibit C-1



#### **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds. including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever, The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 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 submil 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.
- 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.

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# New Hampshire Department of Health and Human Services Exhibit D



#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017,630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

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

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

#### 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;

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

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

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

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

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

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

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

Contractor Name:

Patricia Mackey Joradnouk Area Peer Board Products

Support Ayency Title:

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

CU/DHH5/110713

# New Hampshire Department of Health and Human Services Exhibit F



#### **CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who faits 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:

<u> 3/3/116</u>

Name: Patricia Hockey

Board President

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Contractor Initia

Date 5/31/16

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# New Hampshire Department of Health and Human Services Exhibit F



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

#### INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials 47

#### New Hampshire Department of Health and Human Services Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

Name: Title:

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Exhibit F -- Certification Regarding Debarment, Suspension And Other Responsibility Matters

Page 2 of 2

#### New Hampshire Department of Health and Human Services Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1958 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal **Employment Opportunity Plan requirements:**
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination:
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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

Page 1 of 2

Date 5/31/16

# New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name:

5/3/16

Name: 1

Patricia Hackey Gonadran Area Paer
Board President

Exhibit G

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

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# New Hampshire Department of Health and Human Services Exhibit H



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### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

Name: Tille:

Brand President

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

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### **HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT**

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

#### (1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45. Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160,103 of Title 45. Code of Federal Regulations.
- c. "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, TitleXIII, Subtitle D. Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

Contractor Initials <u>VM</u>

Date <u>5/31/16</u>

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164,103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

## (2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

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

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

Date <u>5/31/16</u>



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

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

#### (3)Obligations and Activities of Business Associate.

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

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

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

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI<sub>V</sub> 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.
- Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Date 5/31/16



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

#### (4) Obligations of Covered Entity

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

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

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

#### (6) Miscellaneous

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

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Exhibit I Health Insurance Portability Act Business Associate Agreement Page 5 of 6 Contractor Initials

Date <u>5/31/1</u>6

# Appendix B

#### New Hampshire Department of Health and Human Services



#### Exhibit I

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

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

Department   Houthof Human Service	Monadoxik Area Poor Support Ayenay Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Potylicia Mockey  Name of Authorized Representative
Title of Authorized Representative	Board Provient  Title of Authorized Representative
Date 6 16 16	5/31/16 Date

3/2014

Exhibit ! Health Insurance Portability Act Business Associate Agreement Page 6 of 6 Contractor Initials \_\_\_\_\_\_

Date 5 31/16

# New Hampshire Department of Health and Human Services Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1. Name of entity
- 2. Amount of award
- 3. Funding agency
- 4. NAICS code for contracts / CFDA program number for grants
- 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:

Name:

Board Passident

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# New Hampshire Department of Health and Human Services Exhibit J



### FORM A

As the Contractor identified in Section 1.3 of the General Provisions. Licentify that the responses to the

be	below listed questions are true and accurate.	in Provisions, if certify that the responses to the			
1.	1. The DUNS number for your entity is: 83-88	<u>-7396</u>			
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?				
	NOYES				
	If the answer to #2 above is NO, stop here				
	If the answer to #2 above is YES, please answer the	e following:			
3.	<ol> <li>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 Securitie Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?</li> </ol>				
	NOYES				
	If the answer to #3 above is YES, stop here				
	If the answer to #3 above is NO, please answer the	following:			
4.	I. The names and compensation of the five most highly compensated officers in your business or organization are as follows:				
	Name: Amour	t:			
	Name: Amour	t:			
	Name: Amour	t:			
	Name: Amour	t:			
	Name: Amour	t:			

# New Hampshire Department of Health and Human Services Peer Support Services



# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services Contract

This 2<sup>nd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and On the Road to Recovery, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 377 South Willow St. Suite B2-4, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) as amended on June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- 2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$1,739,123.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A Amendment #1, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2.
- 7. Add Exhibit B-4 Amendment #2, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.

# New Hampshire Department of Health and Human Services Peer Support Services



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

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

State of New Hampshire Department of Health and Human Services

Title: Director On the Road to Recovery, Inc. Acknowledgement of Contractor's signature: State of \_\_\_\_\_, County of \_\_\_\_\_ on \_\_\_\_\_, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. County of State of New Hampshire Signature of Notary Public or Justice of the Peace known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he/she executed the foregoing instrument. Name and Title of Notary or Justice of the Peace MY COMMISS EXP' JUNF \_\_\_, Notary Public My Commission Expires: \_\_\_\_\_\_

# New Hampshire Department of Health and Human Services Peer Support Services



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

OFFICE OF THE ATTORNEY GENERAL

<u>ଧ୍ୟାଧ୍ୟ ପ୍ରଥାନ</u> Date I hereby certify that the foregoing Amendme the State of New Hampshire at the Meeting	Name: Title: ent was ar	oproved by the	Governor and Execution (date of meeting)	
	OFFICE OF THE SECRETARY OF STATE			
Date	Name:			



# **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 in accordance with NH Administrative Rule He-M 402, Peer Support, 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.
  - 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.7. The Contractor shall provide in-house and community based services for Region VII and X as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement.

## 2. Definitions

 Board of Directors means the governing body of a nongovernmental Peer Support Agency.

Exhibit A - Amendment #2



- 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 I served by the Contractor.
- 2.4. **Business Days** are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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. **Serious Mental Illness (SMI)** 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.

On the Road to Recovery, Inc.

Exhibit A - Amendment #2

Date: <u>5/22/1</u>9



- 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.

# 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 including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize 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.



- Provide in-house and community-based services according to 3.1.1.5. the Deliverables in Subsection 12.1 through 12.2.5.
- Provide outreach by face-to-face or by telephone contact with 3.1.1.6. consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- Provide monthly newsletters published by the peer support 3.1.1.7. 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.
- Distribute the Newsletters to the members and other interested 3.1.1.8. parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- Provide Monthly Education Events and Presentations of 3.1.1.9. 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:
  - Rights Protection, 3.1.1.9.1.
  - Peer Advocacy, 3.1.1.9.2.
  - 3.1.1.9.3. Recovery,
  - Employment, 3.1.1.9.4.
  - Wellness Management, and 3.1.1.9.5.
  - Community Resources. 3.1.1.9.6.
- Provide at least 5 days prior to the beginning of the month, to 3.1.1.10. the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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
- Provide Individual Peer Assistance by assisting adults to: 3.1.1.11.
  - 3.1.1.11.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.11.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.11.3. Promote self-advocacy.
- Provide Employment Education by assisting members with: 3.1.1.12.

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- 3.1.1.2.1. 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).
- 3.1.1.12.2. Referrals to community mental health centers employment programs.
- 3.1.1.12.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.13. Inform the members and general public about the peer supports and wellness services available and 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.
- 3.1.1.14. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.15. 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.
- 3.1.1.16. Invite guests to participate in peer support activities.
- 3.1.1.17. 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.
- 3.1.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.

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- 3.2.1.1.5. Council Meetings.
- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

# 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 Regions 7 and 10, and other Regions specific to services identified in Section 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.



If the water is not approved for drinking, an 4.3.3.4.2. alternative method for providing safe drinking water shall be implemented.

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

- 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.
- The Contractor will request consumers complete a membership application to join and 5.2. support the activities and mission of the Peer Support Agency.
- The Contractor agrees that the membership application shall state the minimum 5.3. engagement policy, suspension of membership policy, rules of membership, and that the consumer supports the mission of the Peer Support Agency.
- The Contractor agrees to provide services in this Contract to any consumers who are 5.4. non-members or members participating in services.

# 6. Staffing Requirements for a Peer Support Agency

- The Contractors shall employ an executive director who:
  - Is appointed by the board of directors. 6.1.1.
  - Is employed by the Contractor and is supervised by the board of directors in 6.1.2. accordance with the published job description and competitive application process.
  - Has at a minimum the following qualification: 6.1.3.
    - One year of supervisory or management experience, and 6.1.3.1.
      - An associate's degree or higher administration, 6.1.3.1.1. business management, education, health, or human services; or
      - Each year of experience in the peer support field 6.1.3.1.2. may be substituted for one year of academic experience: or
      - Each year of experience in the peer support field 6.1.3.1.3. may be substituted for one year of academic experience.
  - Is evaluated annually by the board of directors to ensure that peer support 6.1.4. and wellness services and activities are provided in accordance with:
    - The performance expectations approved by the board. 6.1.4.1.
    - The Department's policies and rules. 6.1.4.2.
    - The Contract terms and conditions. 6.1.4.3.
    - The Quality improvement reviews. 6.1.4.4.
- The Contractor shall provide sufficient staff to perform all tasks specified in this 6.2. Agreement. Contractor Initials:(K)

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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 by the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

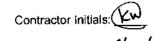
# 7. Staff Training and Development

- 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.

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- 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.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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.





- Baseline two-step testing, if performed in association with Mantoux testing. 7.4.2. 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).
- Employees with a documented history of TB, documented history of a 7.4.3. 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.
- All positive TB test results shall be reported to the department's bureau of 7.4.4. disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- All employees with a diagnosis of suspect active pulmonary or laryngeal TB 7.4.5. 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.
- All employees with a newly positive tuberculin skin test shall be excluded 7.4.6. from the PSA until a diagnosis of TB disease is ruled out.
- Repeat TB testing shall be conducted in accordance with the CDC's 7.4.7. Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
- 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.
- The Contractor shall complete an annual performance review based on the staff's job 7.5 description and conducted by his or her supervisor.
- The Contractor shall complete a staff development plan annually with each staff 7.6. 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.
- The Contractor agrees to maintain documentation in files of the staffs completed 7.8. trainings and certifications.
- The Contractor shall obtain Department approval 30 days prior to the training date, for 7.9. 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.
  - Facilitating Peer Support Groups. 7.9.3.
  - 7.9.4. Sexual Harassment.
  - Member Rights. 7.9.5.



- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.





- 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
- 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
- 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
  - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
  - 8.1.2.5.2. 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.
  - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
  - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.
  - 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.

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- 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:
  - 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 make the minutes available to the Department, as requested.
  - Maintain a current Board of Director list, including but not limited to, member 8.10.2. 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 shall 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

- 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.
- The Contractor's Executive Director, or designee, shall attend the Department's 9.2. monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- The Contractor shall meet at least two (2) times per year, with other regional 9.3. community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.

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- 10.1.1.1. Consumer name.
- 10.1.1.2. Date of written grievance.
- 10.1.1.3. Nature/subject of the grievance.
- 10.1.1.4. A method to submit an anonymous complaint.
- 10.1.2. Assisting consumers with the grievance and appeal process including 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.
- 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.
- Submitting a copy of the written decision in Section 10.1.7 of the complaint 10.1.8. 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. Reporting

- 11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.
    - 11.2.3.1. 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.
- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.

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- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11.5.5. The total number of unduplicated participants served on a daily basis.
  - 11.5.6. The total number of current members, defined as only those members who have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:
    - 11.5.10.1. On-site; and/or
    - 11.5.10.2. In the community.
- 11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:
  - 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
  - 11.6.2. A plan for how the Contractor shall increase the unduplicated numbers served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.6.3. Monthly in-house schedules/calendars and newsletters.
  - 11.6.4. Quarterly revenue and expenses by cost, category and locations.
  - 11.6.5. Quarterly Capital Expenditure Report.
  - 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

#### 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.

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- 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
  - 12.1.2.1. IPS.
  - 12.1.2.2. WRAP.
  - 12.1.2.3. WHAM.
  - 12.1.2.4. Setting boundaries.
  - 12.1.2.5. Positive thinking.
  - 12.1.2.6. Wellness
  - 12.1.2.7. Stress management.
  - 12.1.2.8. Addressing trauma.
  - 12.1.2.9. Reduction of negative or intrusive thoughts.
  - 12.1.2.10. Management of emotional states including, but not limited to:
    - 12.1.2.10.1. Anger.
    - 12.1.2.10.2. Depression.
    - 12.1.2.10.3. Anxiety.
    - 12.1.2.10.4. Mania
- 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 12.1.3.1. Smoking cessation.
  - 12.1.3.2. Weight loss.
  - 12.1.3.3. Nutrition/Cooking.
  - 12.1.3.4. Physical exercise.
  - 12.1.3.5. Mindfulness activities including, but not limited to:
    - 12.1.3.5.1. Yoga.
    - 12.1.3.5.2. Meditation.
    - 12.1.3.5.3. Journaling.
- 12.1.4. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 12.1.4.1. Arts and crafts.
  - 12.1.4.2. Music expression.
  - 12.1.4.3. Creative writing.
  - 12.1.4.4. Cooking.
  - 12.1.4.5. Sewing.
  - 12.1.4.6. Gardening.
  - 12.1.4.7. Movies.

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- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:
  - 12.3.1. Providing 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 including, but not limited to:
    - 12.3.1.1. Local psychiatric hospitals.
    - 12.3.1.2. Local mental health clinics.
    - 12.3.1.3. Local community events.
  - 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
    - 12.3.2.1. Rights protection.
    - 12.3.2.2. Peer Advocacy.
    - 12.3.2.3. Recovery.
    - 12.3.2.4. Employment.
    - 12.3.2.5. Wellness Management.
    - 12.3.2.6. Community Resources.

# 13. Quality Improvement

13.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.

On the Road to Recovery, Inc.

Exhibit A - Amendment #2



- 13.2. The Contractor shall participate in quality assurance reviews as follows:
  - 13.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.2.2.1. Data.
    - 13.2.2.2. Financial records.
    - 13.2.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.5. Scheduled phone access to Contractor principals and staff.
- 13.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 13.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 13.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 13.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.3.4. Review of personnel files for completeness.
  - 13.3.5. Review of complaint process.
- 13.4. The Contractor shall 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.



# **Method and Conditions Precedent to Payment**

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93.778).
- 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 based upon cash reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-4 Amendment #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 set forth in Section 5.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5 as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 7.2. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each Department-approved invoice for Contractor services provided pursuant to this Agreement.
  - 7.3. The invoice must be submitted to:

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

On the Road to Recovery

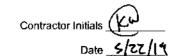
Exhibit B - Amendment #2

Date 5/22/19

#### New Hampshire Department of Health and Human Services Peer Support Services

#### Exhibit B - Amendment #2

- 8. The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- 9. The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 10. 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.
- 11. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 12. 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.
- 13. Funding may not be used to replace funding for a program already funded from another source.
- 14. 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.
- 15. 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.
- 16. 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.



#### SFY 2020 Budget

New Hampshire Department of Health and Human Services

Contractor Name: On The Road To Recovery, Inc.

Budget Request for: Peer Support Services - Region VII and X

Budget Period: SFY20 (7/1/19 through 6/30/20)

-		
600	PERSONNEL COSTS	
	Salary & Wages	181,511
	Employee Benefit	26,703
	Payroll taxes	13,886
	Subtotal	222,099
620	PROFESSIONAL FEES	
	Accounting	
	Audit Fees	7,500
	Legal Fees	
	Other Professional Fees and Consultants	1
	Subtotal	7,500
630	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	
	In-Service Training	3,000
	Conferences and Conventions	
	Other Staff Development	
	Subtotal	3,000
640	OCCUPANCY COSTS	
	Rent	82,444
	Mortgage Payments	1
	Heating Costs	8,438
	Other Utilities	8,090
	Maintenance and Repairs	5,480
	Taxes	,
647	Other Occupancy Costs	2,300
	Subtotal	106,752
650	CONSUMABLE SUPPLIES	
	Office	5,595
652	Building/Household	8,197
	Rehabilitation/Training	
	Food	1,400
	Other Consumable Supplies	2,353
	Subtotal	17,545
	Other Expenses	
660	CAPITAL EXPENDITURES	
	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	5,600
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	1,273
	PRINTING	350
720	TELEPHONE/COMMUNICATIONS	11,800
730	POSTAGE/SHIPPING	1,650
	Subtotal	23,574
740	TRANSPORTATION	
	Board Members	
	Staff	3,890
743	Members and Participants	12,664
	Subtotal	16,554
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
	Malpractice & Bonding	1,630
	Vehicles	3,826
	Comprehensive Property & Liability	7,069
	OTHER EXPENDITURES	1,000
801	INTEREST EXPENSE	
	Subtotal	13,525
ТС	OTAL PROGRAM EXPENSES	\$410,549
	Exhibit B-4 Amendment #2	(

# New Hampshire Department of Health and Human Services

#### Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45. Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials

6/2-11

# New Hampshire Department of Health and Human Services

#### Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

#### Exhibit K



# **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

# II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Contractor Initials

Exhibit K
DHHS Information
Security Requirements
Page 3 of 9

### Exhibit K



# **DHHS Information Security Requirements**

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Contractor Initials

### Exhibit K



# **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

## B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable. regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract. Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract. Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials \

#### Exhibit K



# **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials

#### Exhibit K



# **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 7 of 9

#### Exhibit K



# **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials

Exhibit K DHHS Information

DHHS Information Security Requirements Page 8 of 9

## Exhibit K



# **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### PERSONS TO CONTACT VI.

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials(

V5. Last update 10/09/18

Exhibit K **DHHS Information** Security Requirements Page 9 of 9

# 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 ON THE ROAD TO RECOVERY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136413

Certificate Number: 0004439099



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of March A.D. 2019.

William M. Gardner

Secretary of State

# **CERTIFICATE OF VOTE**

1. Kathleen Abate	, do hereby certify that:
(Name of the elected Officer of the Agency; of	, do hereby certify that: cannot be contract signatory)
1. I am a duly elected Officer of _On the Road to Red	covery
(Ag	ency Name)
<ol><li>The following is a true copy of the resolution duly a</li></ol>	adopted at a meeting of the Board of Directors of
the Agency duly held onFebruary 21, 2019_ (Date)	:
RESOLVED: That theChairman of the Boa	rd
(Title of Cor	ntract Signatory)
is hereby authorized on behalf of this Agency to ente execute any and all documents, agreements and oth or modifications thereto, as he/she may deem neces	er instruments, and any amendments, revisions,
3. The forgoing resolutions have not been amended	or revoked, and remain in full force and effect as of
the22ndday ofMay, 2019 (Date Amendment Signed)	
4Kyle Winston is the duly (Name of Contract Signatory)	/ electedChairman of the Board(Title of Contract Signatory)
of the Agency.	Sathlean Hoed (Signarge of the Elected Officer)
STATE OF NEW HAMPSHIRE	
County of Hu Soka 611	
The forgoing instrument was acknowledged before n	ne this <u>22</u> day of <u>MA</u> / , 20 <u>/9</u> ,
(National Electronic of the Agency)  MY  COMMISSION  EXPIRES	(Notary Public Justice of the Peace)
HAMPSHIM	
Commission Expires. 6-212022	



PRODUCER

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/22/2019

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

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

E & S Insurance Services LLC						PHONE (603) 293-2791 FAX (603) 293-7188 (A/C, No, Ext):						
21 N	leadowbro	ook Lane				E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net						
PΟ	Box 7425						INS	SURER(S) AFFOR	DING COVERAGE	NAIC #		
Glifo	ord				NH 03247-7425	INSURE	27626					
INSU	RED				<del></del>	INSURER B: FirstComp						
		On The Road To Recovery, Inc.,	DBA:	On T	he Road To Wellness	INSURER C:						
		373 South Willow Street				INSURE	RD:					
		D1-1 Box 316				INSURE	RE:					
		Manchester			NH 03103	INSURE	RF:					
COV	/ERAGES				NUMBER: 2019-2020				REVISION NUMBER:			
IN CE EX	DICATED. ERTIFICAT	ERTIFY THAT THE POLICIES OF II NOTWITHSTANDING ANY REQUIF E MAY BE ISSUED OR MAY PERTA S AND CONDITIONS OF SUCH PO	REME (IN, TI LIÇIE)	NT, TE HE INS S. LIM	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICI	ACT OR OTHER ES DESCRIBEI	R DOCUMENT V D HEREIN IS SI	WITH RESPECT TO WHICH THIS UBJECT TO ALL THE TERMS,			
INSR LTR		TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	4 000 000		
	X COM	MERCIAL GENERAL LIABILITY							DAMAGE TO RENTED	1,000,000		
		CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence) \$	100,000		
							0.0010010	07/04/0000	MILD EXT (Ally one person)	5,000		
Α					PHPK1981723		07/01/2019	07/01/2020		1,000,000		
	GENT AGO	GREGATE LIMIT APPLIES PER:								2,000,000 2,000,000		
	POLI	CY PRO- LOC							PRODUCTS - COMP/OP AGG \$	2,000,000		
	ОТНЕ									1,000,000		
		ILE LIABILITY							(Ealactident) SODILY INJURY (Per person) \$	1,000,000		
	OWN	AUTO ED SCHEDULED			PHPK1981744		07/01/2019	07/01/2020	BODILY INJURY (Per accident) \$			
Α		OS ONLY AUTOS			PRPN 190 1744	07/01/2019	0770172020	PROPERTY DAMAGE \$				
	Aŭito	OS ONLY AUTOS ONLY						(Per accident) Terrorism Coverage \$				
	<u> </u>	BELLALIAN INC.		<b> </b>					-	1,000,000		
Α		RELLA LIAB OCCUR			PHUB675926		07/01/2019	07/01/2020	EXOT GOOGIANETOE	1,000,000		
n	<del> </del>	10.000			11100073020		0710112010	0770172020	AGGREGATE \$			
	WORKERS	RETENTION 5 10,000		$\vdash$					X PER OTH-	<u> </u>		
	AND EMPL	OYERS' LIABILITY Y / N								100,000		
8	OFFICER/M	RIETOR/PARTNER/EXECUTIVE N	N/A		WC0195685-01		03/19/2019	03/19/2020	E.L. DISEASE - EA EMPLÔYEE \$	100,000		
	(Mandatory If yes, descri	ribe under							E.L. DISEASE - POLICY LIMIT \$	500,000		
	DESCRIPTI	ION OF OPERATIONS below							E.E. SIGERGE   GEIGT EINT			
DESC	RIPTION OF	F OPERATIONS / LOCATIONS / VEHICLE	S (AC	ORD 1	l	may be a	ttached if more sp	pace is required)				
			•		,	-						
CEF	RTIFICATI	E HOLDER			, <del></del>	CANC	ELLATION					
		DHHS				THE	<b>EXPIRATION</b>	ATE THEREO	SCRIBED POLICIES BE CANCE F, NOTICE WILL BE DELIVERED Y PROVISIONS.			
						AUTHO	RIZED REPRESEI	NTATIVE				
		129 Pleasant Street			AU 1 00004			<b>~</b>	- a b- C			
		Concord			NH 03301			20m	affaire			
		·			·			A 4000 204E	ACORD CORROBATION A	I righte regeryed		



#### MISSION STATEMENT

On the Road to Wellness is a Not-for-Profit Consumer-Driven Community of Peers
Dedicated to Educate, Advocate, and Empower our Members to
Manage and Maintain their Mental Health and Wellness

# ON THE ROAD TO RECOVERY, INC

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2018 and 2017

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# ROWLEY & ASSOCIATES, P.C.

#### CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

#### INDEPENDENT AUDITORS' REPORT

To the Board of Trustees On The Road to Recovery, Inc. Manchester, New Hampshire

We have audited the accompanying financial statements On The Road to Recovery, Inc. (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2018 and 2017 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

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

#### Auditor's Responsibility

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

#### Opinion

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

Rowley & Associates, P.C. Concord, New Hampshire

Rowly a Succiata, PC

October 26, 2018

# ON THE ROAD TO RECOVERY, INC STATEMENT OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

ASSETS	2018	2017		
CURRENT ASSETS				
Cash, non-BMHS refundable	\$ 44,616	\$ 25,312		
Cash, BMHS refundable	96,795	98,693		
Accounts recievable	5,251	4,863		
Funds held for others	2,171	2,170		
Prepaid expenses	17,375	15,451		
Total Current Assets	166,208	146,489		
PROPERTY AND EQUIPMENT, at cost				
Leasehold improvements	53,144	35,971		
Vehicles	48,071	48,071		
Equipment & furniture	42,292	52,160		
•	143,507	136,202		
Less accumulated depreciation	(98,301)	(102,776)		
	45,206	33,426		
OTHER ASSETS				
Investments	1,427	1,427		
Deposits	6,675	2,675		
·	8,102	4,102		
Total Assets	219,516	184,017		
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	20,080	5,237		
Accrued expenses	19,137	16,259		
Housing escrow payable	2,171	2,170		
Deferred revenue, restricted BMHS funds	96,795	98,693		
Total Current Liabilities	138,183	122,359		
NET ASSETS				
Unrestricted	81,333	61,658		
Total Liabilities and Net Assets	\$ 219,516	\$ 184,017		

# ON THE ROAD TO RECOVERY, INC STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS YEARS ENDED JUNE 30, 2018 AND 2017

	 2018	2017		
REVENUES, GAINS AND OTHER SUPPORT	 			
Grant income	\$ 444,756	\$	424,943	
Contribution income	4,734		197	
Program services	3,425		4,677	
Interest income	 107_		85	
Total support and revenue	453,022	429,902		
EXPENSES				
Program	422,576		425,025	
Management & general	10,771		12,127	
Total expenses	433,347		437, <u>152</u>	
Increase (decrease) in net assets	19,675		(7,250)	
Net assets, beginning of year	 61,658		68,908	
Net assets, end of year	\$ 81,333	\$	61,658	

# ON THE ROAD TO RECOVERY, INC STATEMENTS OF CASH FLOWS YEARS ENDED JUNE 30, 2018 AND 2017

	2018			2017		
CASH FLOWS FROM OPERATING ACTIVITIES						
Increase (decrease) in net assets	\$	19,675	\$	(7,250)		
Adjustments to reconcile excess of revenue and support						
over expenses to net assets provided by operating activities						
Depreciation & amortization		11,429		10,903		
(Increase) Decrease in operating assets						
Funds held for others		(1)		(1)		
Accounts Receivable		(388)		(3,113)		
Prepaid expenses		(1,924)		1,174		
Loan receivable		-		1,175		
Deposits		(4,000)		2,500		
Increase (Decrease) in operating liabilities						
Accounts payable		14,842		1,065		
Accrued expenses		2,878		1,172		
Housing escrow		1		1		
Deferred revenue, restricted BMHS funds		(1,898)		17,917		
BMHS funds transferred to other agency				(10,000)		
Net Cash Provided By Operating Activities		40,614		15,543		
CASH USED BY INVESTING ACTIVITIES						
Purchases of vehicle and equipment		(23,208)				
Net Increase in Unrestricted Cash and Cash Equivalents		17,406		15,543		
Unrestricted Cash and Cash Equivalents, Beginning of Year		124,005		108,462		
Unrestricted Cash and Cash Equivalents, End of Year	\$	141,411	\$	124,005		

#### NOTE 1 NATURE OF ORGANIZATION

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated, operating under the DBA, On The Road to Wellness, under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence and responsibility. The Organization is supported primarily by grants from the State of New Hampshire.

#### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of OTRTR is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of OTRTR's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

## Basis of Accounting

The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

### Basis of Presentation

The Organization is required to report information regarding its financial position a activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

<u>Unrestricted net assets</u> are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. OTRTR had \$81,333 and \$61,658 in unrestricted net assets as of June 30, 2018 and 2017, respectively.

<u>Temporarily restricted net assets</u> are comprised of contributions and gifts for which donor imposed restrictions will be met either by the passage of time or the actions of OTRTR. OTRTR had no temporarily net assets as of June 30, 2018 and 2017, respectively.

<u>Permanently restricted net assets</u> include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the organization. OTRTR had no permanently restricted net assets as of June 30, 2018 and 2017.

# NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

# Cash equivalents

For purposes of the statement of cash flows, OTRTR considers cash on hand, deposits in banks and investments to be cash equivalents.

# Support and revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

# Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Leasehold improvements	10
Equipment	5
Vehicle	5

Depreciation expense was \$11,429 and \$10,903 for the years ended June 30, 2018 and 2017, respectively.

# Function Allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

## Advertising

The Organization expenses advertising costs as incurred. OTRTR had advertising costs of \$1,060 and \$1,001 as of June 30, 2018 and 2017, respectively.

#### Income taxes

OTRTR is a not-for-profit corporation under Section 501% (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b) (1) (A).

# NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

#### In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

#### **Donated Materials and Services**

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2018 and 2017, there were no donated goods or services.

#### NOTE 3 ECONOMIC DEPENDENCY

OTRTR currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2018 and 2017, the State grants made up 98% and 99% of OTRTR's total support.

#### NOTE 4 REVIEW BY OUTSIDE AGENCIES

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

#### NOTE 5 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$2,350 and \$1,792 for the years ended June 30, 2018 and 2017, respectively.

### NOTE 6 OPERATING LEASE COMMITMENT

Since July 1, 2011 OTRTR has been a tenant at will for its Derry, New Hampshire location. Total rent expense for the years ended June 30, 2018 and 2017 was \$32,100 and \$32,100, respectively. There is no required future minimum payment.

OTRTR was a tenant at will for its Manchester, New Hampshire location until April 2018. Total rent expense related to this location was \$47,250 and \$63,492 for the years ended June 30, 2018 and 2017, respectively.

In May 2018 the Organization entered a ten-year four-month lease for its Manchester, New Hampshire location. Total rent expense related to this location was \$8,000 and \$0 for the years ended June 30, 2018 and 2017, respectively. Future minimum rent as of June 30 is as follows:

2019	\$ 30,755
2020	31,513
2021	32,457
2022	33,430
2023	34,433
Thereafter	_154,869
	\$317.457

# NOTE 7 FUNDS HELD FOR OTHERS

The Organization has entered into an agreement in which it operates Bingo games on behalf of other not for profit agencies. Undistributed cash from these activities are recorded as a liability. Funds held for others consisted of the following on June 30:

	<u>2018</u>	<u>2017</u>
Housing escrow payable	<u>\$2,171</u>	<u>\$2,170</u>

#### NOTE 8 REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, OTRTR is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$96,795 and \$98,693 for the years ended June 30, 2018 and 2017, respectively.

## NOTE 9 SUBSEQUENT EVENT

Management has evaluated subsequent events through October 26, 2018, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

#### NOTE 10 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, Fair Value Measurements and Disclosures, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

2018 Accounts Receivable Investments	Fair Value \$ 5,251 1,427 \$6,678	Quoted Prices in Active Markets For Identical Assets (Level 1)  \$ -  1,427 \$ 1,427	Significant other Observable inputs (Level 2) \$ 5,251
2017 Accounts Receivable Investments	\$ 4,863 1,427 \$ 4,352	\$ - <u>1,427</u> <u>\$ 1,427</u>	\$ 4,863 

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and loans receivable are estimated at the present value of expected future cash flows.

### NOTE 11 TAX EXEMPT STATUS

OTRTR is a public charity exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2017, 2016, and 2015 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

# ROWLEY & ASSOCIATES, P.C.

#### CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
MEMBER TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER OF THE PRIVATE

COMPANIES PRACTICE SECTION

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

### INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees On The Road to Recovery, Inc Manchester, New Hampshire

Our report on our audit of the basic financial statements of On The Road to Recovery, Inc. as of and for the year ended June 30, 2018 and 2017 our report dated October 26, 2018, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, P.C.

Rowle a Succiata, PC

Concord, New Hampshire

October 26, 2018

INC
EXPENSES
TH COMPARATIVE TOTALS FOR

Derry Costs	M	Manchester Costs		Transitional Housing		Total Programs		Management & General		Total 2018		Total 2017
57,372	\$	110,733	\$	2,668	\$	170,773	\$	-	s	170,773	\$	186,193
4,217		8,267		-		12,484		-		12,484		23,599
4,454		8,547		204		13,205		-		13,205		14,319
32,100		33,804		21,446		87,350		-		87,350		95,592
22		4,440		-		4,462		57		4,519		13,638
-		-		-		-		-		-		169
3,730		7,124		-		10,854		-		10,854		10,590
5,066		5,985		1,646		12,697		_		12,697		11,936
1,977		9,470				11,447				11,447		13,300
2,798		4,381		1,730		8,909		478		9,387		8,814
1,430		16,362		-		17,792		_		17,792		4,884
2,202		12,930		116		15,248		57		15,305		12,197
-		6,455		1,570		8,025		-		8,025		2,700
136		924		-		1,060		-		1,060		1,001
1,849		989		-		2,838		200		3,038		2,069
2,380		9,100		-		11,480				11,480		7,000
1,498		4,023		-		5,521		-		5,521		2,828
1,441		177		-		1,618		-		1,618		2,240
6,725		3,670		-		10,395		-		10,395		5,015
-		2,901		-		2,901		8,528		11,429		10,903
-		2,235		-		2,235		-		2,235		5,098
-		1,641		-		1,641		-		1,641		1,089
-		295		-		295		-		295		434
150		9,196		-		9,346		1,451		10,797		1,544
129,547	\$	263,649	\$	29,380	\$	422,576	\$	10,771	\$	433,347	\$	437,152

See Independent Auditors' Report and Notes to Financial Statements

# ON THE ROAD TO RECOVERY, INC STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS BY STATE APPROVED BMHS FUNDS YEAR ENDED JUNE 30, 2018

		e Approved IHS Funds	Non-B	MHS Funds	Total		
REVENUES, GAINS AND OTHER SUPPORT	-						
Grant income, current year, less surplus of \$4,573	\$	438,284	\$	-	\$	438,284	
Grant income, prior year release		6,472		-		6,472	
Contribution income		· -		4,734		4,734	
Program service and other revenue		925		2,500		3,425	
Interest income		103		, 4		107	
Total support and revenue		445,784		7,238		453,022	
EXPENSES							
Wages		170,773		-		170,773	
Employee benefits		12,484		_		12,484	
Payroll taxes		13,205		_		13,205	
Rent		87,350		_		87,350	
In-service training		4,462		57		4,519	
Telephone		10,854		-		10,854	
Utilities		12,697		_		12,697	
Insurance		11,447		_		11,447	
Repairs and maintenance		8,909		478		9,387	
Office supplies		17,792		-		17,792	
Household supplies		15,248		57		15,305	
Other occupancy costs		8,025				8,025	
Advertising		1,060		_		1,060	
Food and consumable supplies		2,838		200		3,038	
Audit fees		11,480				11,480	
Equipment rental		5,521		_		5,521	
Transportation		1,618		_		1,618	
Vehicle maintenance		10,395		_		10,395	
Depreciation and amortization		2,901		8,528		11,429	
Printing		2,235		-		2,235	
Postage		1,641		_		1,641	
Dues and subscriptions		295		_		295	
Other expenses		9,346		1,451		10,797	
Total expenses		422,576		10,771		433,347	
Net Increase (Decrease) in Net Assets		23,208		(3,533)		19,675	
BMHS Funds allowed for capital purchases		(23,208)		23,208			
Net assets, beginning of year		-	\$	61,658	\$	61,658	
Net assets, end of year		-	_\$	81,333	\$	81,333	



# On the Road to Recovery (dba On the Road to Wellness) **BOARD OF DIRECTORS**

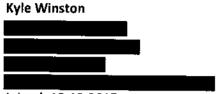
Updated April 12, 2019

#### **Executive Committee**

#### **Directors** (Continued)

# **Directors** (Continued)

# Chairman

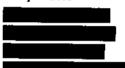


Joined: 10-19-2017

Term #1

Term Length: 3 Years Expiration: 03-2020

# Vice-Chairman **Amy Pratte**



Joined: 01-10-2013

Term #2

Term Length: 3 Years Expiration: 03-2022

# Secretary/Treasurer **Kathleen Abate**



Joined: 08-11-2016

Term #1

Term Length: 3 Years Expiration: 03-2020

#### **Directors**

## Juanita Leach

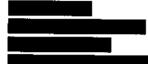


Joined: 01-10-2013

Term #2

Term Length: 3 Years Expiration: 03-2022

#### **Heather Williams**

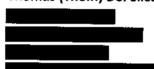


Joined: 02-21-2019

Term #1

Term Length: 3 Years Expiration: 03-2022

### Thomas (Thom) DeFelice

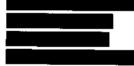


Joined: 01-18-2018

Term #1

Term Length: 3 Years Expiration: 03-2021

#### **David Carroll**

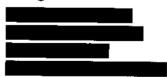


Joined: 01-18-2018

Term #1

Term Length: 3 Years Expiration: 03-2021

# **George Proulx**

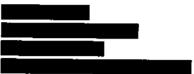


Joined: 01-18-2018

Term #2

Term Length: 3 Years Expiration: 03-2020

# **Elias Koester**

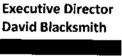


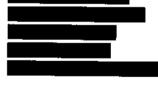
Joined: 05-31-2018

Term #1

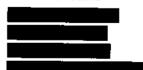
Term Length: 3 Years Expiration: 03-2021

#### **Administrative Team**





# **Business Manager** Peter DeLeault



# David J. Blacksmith



- Keen Ability to Network People and Resources
- · Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- · Able to Handle Crisis or Stressful Situations with Ease
- · Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

WORK HISTORY

#### On the Road to Wellness, Manchester & Derry

2008 – Present

Executive Director (Since September, 2017)

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance misuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State (BMHS); all aspects of agency relationships and interagency collaborations.

- Successfully wrote high-scoring RFP for FY15 and FY17 funding cycle for BBH during previous Executive Director's absence
- Re-written/Updated Board Policies and Procedures
- Encourage expanded sustainability plans ... fund-raising, grant writing
- Successfully launched a secondary site in Derry to provide IPS services to that Region
- Effectively increased membership and active participation at both sites
- Responsible for recruiting, hiring, and supervising staff of 15
- Serving as agency representative on the Steering Committee and Workforce Development Committee for Network4Health (1115 Waiver)
- · Created a vibrant newsletter which led to expanded readership/ increased membership
- Trained multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Encouraged expansion of programming to include outreach and community service
- Given oversight of both peer centers, keeping all things within budget requirements
- Effectively developed a contractual relationship with Mental Health Center of Great Manchester by modeling and coaching Peer Support Specialist Services to their ACT Teams

#### Southern New Hampshire Rescue Mission

2003 - 2008

Founder/Executive Director

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- · Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- · Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers.
- Successfully began residential shelter for single homeless men.

WORK
HISTORY
(continued)

# Las Vegas Rescue Mission

1999 - 2003

Executive Director

Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.

- Initiated comprehensive Case Management Program
- Initiated and completed \$1.2m building project to expand services to homeless men, and specialized population of single-fathers with children
- Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed
- Established an extensive and effective Job Development Program which generated over \$250k into the pockets of the homeless, many securing permanent employment through the Program
- Implemented Recovery Program for those struggling with addictive behaviors
- Expanded donor base 150%; volunteer base 300%
- Responsible for recruiting, hiring, scheduling and supervising staff of 20
- Dramatically increased community involvement

#### **EDUCATION**

Moody Bible Institute, Chicago, IL Ministerial Studies	1983 – 1987
University of Massachusetts, Lowell, MA Bachelor of Arts Concentrations: Music Education / Business Administration	1973 – 1977
Bedford High School, Bedford, MA College Preparatory	1969 – 1973

### **ADDITIONAL TRAINING**

Train the Trainer - Intentional Peer Support; Middletown, CT Intentional Peer Support: An Alternative Approach; BBH, Concord, NH Prison Volunteer Training, Concord, NH Art of Listening, Hospital Chaplaincy Services

Powerful Business Writing Skills, National Seminars, Inc.

Business Management, Cornell University, Ithaca, NY (Extension)

Essentials in Management, American Management Association (Extension)

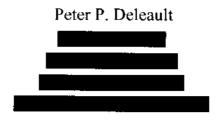
#### OTHER **SKILLS**

PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer

### CIVIC **ACTIVITIES**

•• • • • • •	
Member, Nashua Continuum of Care	2003 - 2008
Member, Southern Nevada Homeless Coalition	1999 - 2003
Member, Emergency Food and Shelter Board	1999 - 2003
Chairman, Child Evangelism Fellowship	1999 – 2001
Member, Manchester Rotary, Manchester, VT	1997 - 1999
	1991 - 1992
Southern Nevada Task Force for the Homeless	1987 – 1990
Member, Emergency Food and Shelter Board Chairman, Child Evangelism Fellowship Member, Manchester Rotary, Manchester, VT Director of Volunteer Chaplains, Sonoma Valley Hospital	1999 – 2003 1999 – 2001 1997 – 1999 1991 – 1992

Personal and Professional References Available Upon Request



## Experience:

3/2007 to Present: Concord Food Cooperative, Inc., 24 S. Main St., Concord, NH 03301 and 52 Newport Rd., New London, NH 03257

Controller: Concord Food Cooperative is a cooperative natural and organic grocery store with 2 locations with sales of over 7.5 million and 74 employees. Oversee accounting department and all accounting functions including but not limited to all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis and cash management.

06/2007 to Present: On The Road To Recovery Inc., 373 South Willow St., PMB 316, Manchester, NH 03103

Controller: OTRTR is a non-profit peer support mental health organization funded by State and Federal funds covering Manchester and Derry areas. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

07/2007 to Present: Tri-city Consumer Cooperative, Inc., 55 Summer St., Rochester, NH 03867

Controller: TCC is a non-profit peer support mental health organization funded by State and Federal funds covering the greater Rochester area. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246

Controller: LRCAB is a non-profit peer support mental health organization funded by State and Federal funds covering Lakes Region and Concord. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

 $07/1992\ to\ 01/2007$ : Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd. Bow, NH, 03304.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all the monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

## **Education:**

09/2004 to 04/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

References upon request.

# Shelby Hedlund



#### **Qualifications**

Certified WRAP Facilitator
Certified in Intentional Peer Support
Completed Mental Health First Aide training
Work History

Program Director
On The Road to Wellness
January 2018 to Present
Creates the monthly calendar and group schedules, manages staff and day to day operations of both centers.

Peer Respite Staff H.E.A.R.T.S Crisis Respite February 2017 to January 2018

Uses knowledge of WRAP and IPS to support guests. Responsibilities include supervision of up to two guests, taking notes, light cleaning, and answering the Respite phone.

Peer Support Assistant On The Road To Wellness September 2016 to January 2018

Uses IPS to establish relationships with members and support them in their wellness. Responsibilities include running groups, one on one support, answering phones, light cooking and cleaning, updating all bulletin boards in the center, and remaining available as a backup driver when needed.

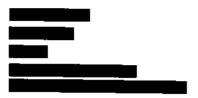
Key holder Advanced Spa and Pool

2013 to Present

Previous full time and current seasonal key holder.

Obtained 3 levels of certification in pool water chemistry including the highest possible of Water Care Expert. Responsibilities include opening and closing the store, training new employees on water testing and chlorine demands, running water tests, answering phones, counting inventory, operating register, assisting customers with finding the correct chemicals.

# Shelby Hedlund



#### Education

New England College

August 2017 to Present

Working towards Bachelors in Criminal Justice and Human Services

Eastern Nazorene College

September 2013 to April 2015

Communications

Alvirne High School September 2009 to May 2013

Majored in Early Childhood Education

Received High School Diploma

### <u>Skills</u>

Customer Service (5 years)

Cash Register (5 years)

Microsoft Office (3 years)

Lesson Planning (2 years)

Retail (5 years)

#### **Employer Contacts:**

Jim Hedlund

Owner at Advanced Spa and Pool

603-235-1679

H.E.A.R.T.S. Repsite

Tom Doucette Director

603-882-8400

#### LEE ANN HUSSEY

#### Summary

Service professional with over 20 years of experience providing support to customers or Members

#### Education and Certificates

- IPS Core Training
- WRAP Facilitator Training
- Conflict Resolution Training
- Sexual Harassment Training
- Member Rights Training
- Hesser College, Associate in Psychology

#### Experience

2009 - Present

Team Leader, On the Road to Recovery, Inc.

- Provide leadership to fellow teammates
- Assist in the implementation of program at peer support center
- Create an environment for learning how to live with mental health issues
- Provide an example of the ten values of intentional peer support
- Practice the four tasks and three principles of intentional peer support
- Create, research, and facilitate several peer support groups per week
- Welcome new Member to center and explain the purpose of the center
- Process new Membership Application Forms and maintain Membership Records
- Provide support by developing wellness plans with Members
- Provide conflict resolution for Members and staff
- Facilitate Wellness Recovery Action Plan workshops
- Provide outreach on telephone and in community
- Participate in co-reflection
- Open and close center
- · Assist in maintaining physical center
- Order and replenish supplies for the center

#### 2007 - 2009

Transitional Housing Manager, On the Road to Recovery, Inc.

- Notified social workers at New Hampshire Hospital of vacancies
- Collected rent and maintained documentation
- Facilitated meetings between residents
- Met with individuals regarding their progress
- Provided conflict resolution for residents
- Communicated with agencies that referred candidates
- Communicated with agencies that provided housing for residents
- Created and implemented a statistics form, saving hours every month
- Assisted in maintaining physical facility
- Ordered and replenished supplies for the facility

# **Scott McCormack**

March 1, 1994 -Present

On the Road to Wellness Peer Support Assistant

### Objective:

Intentional peer support
Help members unlearn learned helplessness.

#### **Education:**

Salem High School

1985-1989

Salem, NH

**Granite State College** 

2005-2009

Manchester, NH

Associates in arts and general studies, Dean's list 2008 and 2009

Granite State College

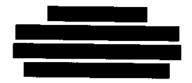
Bachelor of Science and Behavioral Science 2009-2011

Graduated Magna cum Laude

## **Additional Training**

Intentional Peer Support Core WRAP 101 Warm-Line

# Amanda Tarquinio



## **Personal Summary**

I am a 23-year-old female living in New Hampshire. I am passionate about many things, running, spending time in connection with people, working with kids, writing, learning and adventuring. I love walking through all of stages of life with people.

#### Education

Londonderry High School-Freshman to Senior

Gordon College-Freshman Year Social Work Major

Liberty University Online-Started as a sophomore Christian Ministries Major

YWAM Yosemite-A mission's program in California that did a two-month trip to Greece

## Work History

- 1. Shaw's Supermarket-2011-2012
  - I was working in the grocery department. I stacked the shelves and made sure all the food was need and put together.
- 2. Canobie Amusement Park-Summer of 2012
  I worked in the Sodexo food business at the park.
- 3. YMCA of Londonderry-2013-Now

I work as a camp counselor over the summer and a staff member during the school year with the kids.

#### Awards/Achievements

- Londonderry Track and Field 4x200 meter relay record
- Londonderry Woman's Benching Record
- Londonderry High School Spanish award
- Gordon College Track and Field 4x400 meter relay record
- Gordon College Coaches award for Track

### Volunteer Experience

- Vacation Bible School
- Soup Kitchen
- · Mission Trip to Canada
- Mission Trip to New York (x2)
- Mission Trip to New Jersey
- YWAM Yosemite Missions School to Greece (to help with the refugee crisis)



Objective: I am seeking employment where I can be part of a team and use my talents and skills to make a difference in the community.

#### Qualifications:

- A self-motivated, organized and a hardworking professional
- A dedicated, goal oriented team player
- · Able to time manage and multi-task
- Detail-oriented
- · Flexible with job duties

### Work Experience:

October 2016- present Replenishment team Michaels Craft Store Manchester, NH

- Working successfully with a daily and weekly time management schedule
- Unloading weekly truck loads
- Organizing and prioritizing tasks
- Working with a team as well as independently

June 2015- April 2018 Concierge/ guest services /laundry Attendant Innovations Salon and Spa Merrimack, NH

- Using a computer system to schedule and change appointments
- Using multiline phone system
- Communicating with clients and making them feel welcomed, and comfortable
- Manage cash drawers
- Maintaining stores appearance

August 11, 2014- May 2015 Infant Lead Teacher The Launching Pad by Little Sprouts Nashua, NH

- Responsible for opening and closing the classroom
- Planning curriculum for children of various ages and developmental abilities.
- Communicating with families on a daily bases via verbal and written reports.

 Worked as part of a team to effectively manage the classroom, while meeting the individual and group needs of the children.

August 2010- August 2014
Team Leader, Sales Floor
Mother & Child Clothing and Gifts
Nashua, NH

- Responsible for daily store opening.
- Manage cash drawers.
- Coordinate employee's functions and tasks on sales floor.
- Moderate customer related issues to customer's satisfaction.
- Provide face to face customer service via telephone.
- Working with wholesale companies, which involves handling inventory, ordering, receiving, and maintain "the books" for the above.
- Maintain store appearance. Keep things clean, neat and presentable.
- Insuring that the store's goals and values, of a "green" company, are adhered to.
- Perform varies other duties to help maintain and manage the store, as required.
- · Report directly to store owner.

October 2004- March 20, 2009 Infant/Toddler Teacher Children's World Learning Center Manchester, NH

- Planned curriculum for children of various ages and developmental abilities.
- Communicated with families on a daily bases via verbal and written reports.
- Worked as part of a team to effectively manage the classroom, while meeting the individual and group needs of the children.

Education:

Manchester Community College Graduated 2009 **Associates Degree** Early Childhood Education

Nashua High School Graduated 2002 Diploma

Volunteer:

Movement Christian Church Guest services/ Greeting Team June 2017-present

The Pass Along Project Donations Coordinator July 2018- present

### RICHARD GRIFFIN

#### Skills Summary

I driven for auto auctions on and off for about 5 years so I've learned how to do defensive driving in a high-stress area. I've driven for about nine months four New England shelter for homeless veterans picking up supplies and different areas of Boston Massachusetts.as well as worked as security guard at the same time for the same organization. I worked in the food industry on and off for about 20 years so I've dealt with customers.

## I graduated from Exeter high School 1986

I also graduated from high school Vo-Tech electricity training in 1986

#### Experience

I have lived experience in 95 I was diagnosed with ongoing depression through peer support and intentional peer support I've learned how to manage my depression so I can function well

#### Name of Employer

On the road to wellness

Transitional housing assistant manager/supply clerk/driver/courier/program assistant and overall general maintenance

I've work for peer support and intentional peer support on and off from 2001 to present 2019 Back in 2001 I had IPS training with Sherry Mead

I've had sexual harassment and members rights training I've had other IPS trainings in 2014 I had IPS 101 training and in 2018 I've had IPS refresher

Over the years I've had training in conflict resolution Co reflection

#### Sean D Jameson

#### Education

2012- Present

New Hampshire Institute of Art, Manchester, NH

Open studio classes

Continuing Education

Sept. 2008-2011

New Hampshire Technical Institute, Concord, NH

Architectural CAD Certification

2005-May 2008

New England College, Bridge St., Henniker, NH

• B.A. Art Major with concentrations in Studio Art, Painting and Drawing, and Graphic Design

3.2 GPA

2004 - 2005

Franklin Pierce College, 20 College Rd, Rindge, NH

Major: Art

2000-2004

Pinkerton Academy, Derry, NH

High School Graduate

#### **Employment:**

2015-Present

Self Employed-Art Business Phenomenon Art Portfolio

www.phenomenonart.com

March-April 2018

Dollar Tree, Northern Manchester, NH

Store set up crew, Perpetration for opening.

Unloading trucks

Stocking selves

Organizing store displays

2006-Present

Manchester Artists Association, Manchester, NH

Board Member, Program Director

Selects professional speakers for Monthly meetings.

February 2012- Present Granite Pathway's, Manchester, NH

Volunteer

Member Representative

Board Member

August 2012- 2013

**Easter Seals** 

Bus Monitor- Disability Services

January 2011-2012

Alistate Insurance, Hudson, NH

Customer Service

General clerical

Manage payments from customers

Data entry

File management

January 2009-2010 On the Road to Wellness, Manchester, NH

Peer Support Cert. State of NH

• Transitional Housing Coordinator

Ran groups for peer support

Manage 6 bedrooms for agency

#### **SUMMARY OF QUALIFICATIONS**

Highly organized and detail-focused **Bookkeeper** with an exceptional track record of accurately handling financial reporting in deadline-oriented environments.

- Proficient in all aspects of recording transactions, posting debits and credits, reconciling accounts, and ensuring accuracy and completeness of data.
- Abilities include, but are not limited to, developing and accurately producing monthly, quarterly, and annual financial statements as well as payroll and other tax returns.
- Experience in managing accounts payable, including proof of statements from vendors, and accounts receivable, including generating invoices and monthly statements for clients.
- Proven ability to identify and implement improvements to streamline processes and increase efficiency and productivity.
- Excellent computer skills; proficient with Microsoft Word, Microsoft Excel, QuickBooks, Microsoft Money and various other Accounting softwares with the able to learn proprietary systems/applications quickly and easily.

Attentive and compassionate Peer Support Driver/Assistant whose strong work ethics provide for a well rounded individual.

- Teaches Creative Arts
- Researches and teaches Recovery Topics, Tasks & Values, Principles of IPS, Music Appreciation, among many other informative and fun groups.

#### Skill Proficiencies

- Accounts Payable/Receivable
- Financial Statements
- Intentional Peer Support
- Customer Service
- Account Reconciliation
- Insurance Audits
- Bank Reconciliations

#### **EDUCATION**

#### Credits earned in Accounting/Finance equal to Junior year in College

Southern New Hampshire University, Manchester, NH

#### TRAININGS

- IPS CORE TRAINING
- MENTAL HEALTH FIRST AID
- SUICIDE TRAINING
- LBGTQ TRAINING
- ATTENDANCE OF PEER SUPPORT CONFERENCE
- OTHER TRAININGS IN NEAR FUTURE SUCH AS WHAM AND WRAP

#### RENEE ROUTHIER

#### PROFESSIONAL EXPERIENCE

PAGE 2

On The Road To Wellness

5/2018 to present

#### Peer Support Driver/Assistant

Driving van to pickup and drop off members from On The Road To Wellness doing peer support on the van while driving by asking how people's days were and how they were feeling.

Changed to Peer Support Assistant and facilitating groups with members. Researching subjects and sharing knowledge found to enhance member's knowledge and lives. Teaching Creative Arts. Assisting members with computer research.

Hitachi Cable America, Inc.

9/2016 to 5/2017

#### Payable/Payroll Assistant

Processing Accounts Payable in proven batches, proving statements from vendors and communicating with vendors researching problems with invoices.

Processing Payroll with time card information in ADP on a weekly basis including, but not limited to, proving timecards, processing advances, processing changes in deductions, etc...

Also assisted with Receptionist duties.

Accountemps/Robert Half International, Inc.

11/2015-9/2016

#### Accounts Payable/Payroll Assistant

Processing Accounts Payable in proven batches, proving statements from vendors and communicating with vendors researching problems with invoices.

Processing Payroll with time card information in ADP on a weekly basis including, but not limited to, proving timecards, processing advances, processing changes in deductions, etc...

Also assisted with Receptionist duties. This was a temp to hire position.

Town of Derry, NH

3/2006 to 3/2016

#### Supervisor of the Checklist

- responsibilities include registering voters, running the registration portion at the polls, doing change requests, answering questions on voting registration and the like. Chairman for the last 4 years.

#### Self employed Bookkeeper and Tax preparer

1/2003 to present

- responsibilities included bank reconciliation, accounts payable, accounts receivable, input into Quickbooks, general ledger and financial reporting to customer.

Page 3

Circle of L.I.F.E.

9/2006 through 4/2008

#### Driver/Arts & Crafts Instructor/Computer Class Instructor

- Drove 60 mile one way pick up route to bring psychologically disabled persons to activities and classes at the Circle of L.I.F.E. Later changed to instructing Arts & Crafts class where I planned activities and
- instructed members on completing the crafts. Also taught the Computer class by teaching use of Windows, handling and assembling hardware and Microsoft Word use.

Accountemps

2005

#### Accounting/Bookkeeping Assignment

Temporary Agency assigned me to a lawyer's office to

- Perform Accounts Receivable reconciliations, Bank reconciliations and any other detailed research needed for their and client's books.

#### Key Contributions:

- Detailed research in balancing over a year's worth of bank reconciliations
- Detailed research and matching of Accounts Receivable and bank transactions

Sullivan Brothers Printers, Inc.

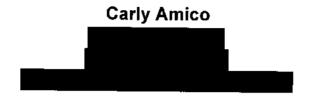
12/2001 through 10/2004

#### Payroll/General Ledger

- Produce payroll for 5 plants in various states using ADP payroll software
- Generate and enter general ledger entries for monthly financial statements
- Human resources including solving difficulties between employees and insurance companies
- Bank reconciliations on all accounts
- Account proof and reconciliation
- Cover of Accounts Payable/Receivable when others on vacation

#### Key Contributions:

- Handled education of employees to all benefits especially insurance benefits.
- Prepared all payroll and general ledger under consistent deadline timetables.



#### Summary

Efficient technology skills. Dedicated attention to detail. Effective communicator and proficient customer service skills.

#### Education

Timberlane Regional High School — Plaistow, NH Scholastic Diploma Northern Essex Community College — Haverhill, MA

July 2018

General Studies: Art and Design, Associate in Arts

May 2019

#### **Work Experience**

#### Market Basket

Cashier

July 2016 - September 2018

- Utilized strong capability to follow instructions and learn new skills quickly as needed
- Employed keen eye for detail when stocking shelves and closing the store
- Satisfied customer needs and maintained good relationships with consumers as well as coworkers

#### Volunteer Experience

#### **Zoo Creatures**

Volunteer

July 2016- September 2018

- Educated customers about animal care, and assisted their interaction with the animals in the store
- Cleaned animal enclosures and organized store

#### Raul Martinez



#### Skills

Bilingual (Spanish & English), I pride myself on my customer service and communication skills. I am a hard working family man with an acute attention to detail. I have experience with computers and I am proficient with the Microsoft operating system as well as programs such as Google Docs, Drive, and Microsoft word. I am a fast worker, good with my hands and I am always looking to learn new skills. I work well by myself or with others. I pride myself on my leadership and customer service skills.

4/15/16 - present

Magic Painting- Painter/ Subcontractor

- My duties included cut ins, rolling with 18 inch colossal roller and any prep work necessary.
- Other skills include patch work with joint tape, spackle, sanding, cleaning, using a 9 inch roller, painting accent walls, etc..
- I am licensed & insured as an interior painter. Currently painting apartments on my own. 5/12/2004 3/8/2016

Hacienda Hills Country Club, Lady Lake, Florida - Server / Cashier

- My duties included serving and greeting guests, bussing tables and up selling.
- I was tasked with studying and memorizing the entire menu and dealing with cash.
- I was on time or early for every shift and relied on excellent team work to get the job done right the first time.

3/2/2000 - 4/5/2004

Palm Springs Country Club, Miami, Florida - Fine dining Server

- At the country club we served pre-plated food to large parties. In addition to serving we were tasked with ringing out guests and up selling beverages and desserts.
- As servers we helped with the banquet set up and when banquet was over we were responsible for closing down each section.
- I also personally trained servers and worked alongside the chef and sue chef during banquets. Education

1/3/2000

Woodfield High, Miami, Florida - High School diploma

References

- Mike Magic Painting Phone #(786) 612-0526
- Raul Ramirez, manager , Hacienda Hills Phone # (352) 216-8255

# Mallory Manning

### Work Experience

#### Cashier

Hazelton Orchards - Chester, NH
December 2016 to November 2017
Restocked produce
Ran pick-your-own stand
Created visual advertisements
Serviced customer complaints
Assisted in taking down netting over blueberry fields at the end of the season

#### Hostess

Airport Diner - Manchester, NH
April 2015 to July 2015
Maintained an equal number of customers for each server
Serviced customer complaints
Answered telephone calls
Took to-go orders and room service orders for the connecting hotel
Delivered room service orders to hotel

#### Hostess

Cracker Barrel Old Country Store - Derry, NH
March 2014 to August 2014
Maintained an equal number of customers for each server
Marketed special menu items to guests
Serviced customer complaints
I have seated over 100 guests in less than 30 minutes

#### Ticket Sales for Athletic Events

Windham High School - Windham, NH January 2012 to October 2013 I sold tickets and calculated change for many customers in a limited time

#### Education

Londonderry High School - Londonderry, NH June 2014

#### Skills

Excel (Less than 1 year), Microsoft Office (Less than 1 year), MS OFFICE (Less than 1 year), PowerPoint (10+ years), Word (10+ years)

#### Additional Information

Technical Skills:

Microsoft Office: Word, Excel, and PowerPoint

Social Media: YouTube, Facebook, Instagram, Twitter

## Johnny R. Martin

#### PROFESSIONAL EXPERIENCE

Laborer Shattuck Rug & Flooring, Hudson, NH  • Flooring installation  • Binding  • Cleaning carpets	2018-2019
Temporary Employee MicroTech Staffing Agency, Londonderry, NH  • Quality control  • Shipping and receiving	2013-2015
Cashier The Home Depot, Londonderry, NH	2012-2013

- Transactions of legal tender
- Customer service
- Training for Head Cashier

#### **ACHIEVEMENTS**

- 2.5 years of customer service relations.
- Platinum award for customer service.
- Employee of the Month.
- Three trophies for speed and accuracy.
- Sold the most credit cards in that store.
- Demonstrated a willingness to learn and accept new responsibilities.

#### On the Road to Recovery

#### Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
·			this Contract	this Contract
David Blacksmith	Executive Director	42,000.00	100	42,000.00
Peter DeLeault	Finance Officer	14,300.00	100	14,300.00
Shelby Hedlund	Program Director	32,240.00	100	32,240.00
Lee Ann Hussey	Team Leader Manchester	10,920.00	100	10,920.00
Scott McCormack	Peer Support Assistant	1,976.00	100	1,976.00
Amanda Tarquinio	Peer Support Assistant	9,880.00	100	9,880.00
Kimberly Kelly	Peer Support Assistant	10,400.00	100	10,400.00
Richard Griffin	Driver	7,410.00	100	7,410.00
Sean Jameson	Driver	7,410.00	100	7,410.00
Renee Routhier	Team Leader Derry	10,920.00	100	10,920.00
Carly Amico	Peer Support Assistant	9,880.00	100	9,880.00
Raul Martinez	Peer Support Assistant	9,880.00	100	9,880.00
Mallory Manning	Driver	7,410.00	100	7,410.00
Johnny Martin	Driver	7,410.00	100	7,410.00



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

Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

May 16, 2018

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

#### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	\$528,228	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
	Totals	\$5,520,158	\$2,760,679	\$8,280,837

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His Excellency, Christopher T. Sununu and His Honorable Council Page 2 of 3

Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

#### Please see attached financial detail.

#### **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business. These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served: Statewide.

Source of funds: 44.55% 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) SM010035-18

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

OF BEHAVIORAL REALTH, I	MENTAL HEALTH BLOCK G				
<del> </del>		100% Federal Fe			
		Activity Code: 922	07143	<u> </u>	
The Alternative Life Center		·			
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$290,154	\$0	\$290,15
2,018	Contracts for Prog Svs	_102-500731	\$290,154	\$0	\$290,15
2,019	Contracts for Prog Sys	102-500731	<u> </u>	\$0	\$
Subtotal			\$580,308	S0	\$580,30
The Stepping Stone Drop-In	Center Association	1	7	<del>_</del>	<u> </u>
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$209,790	so	\$209,790
2,018	Contracts for Prog Sys	102-500731	\$209,790	\$0	\$209,79
2,019	Contracts for Prog Sys	102-500731	so	\$0	\$(
Subtotal			\$419,580	\$0	\$419,58
Lakes Region Consumer Ad	hijeggi Board	<del></del>			<u> </u>
Vendor # 157060	Misory Dosio	+	-		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$186,183	\$0	\$188,183
2,018	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$188,183
2,019	Contracts for Prog Svs	102-500731	\$0	SO	\$
Subtotal			\$376,366	\$0	\$376,36
Monadnock Area Peer Supp	ort Agency	T	<del></del>		
Vendor#157973	orragency	<del>                                     </del>		<del></del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,449
2,018	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,44
2,019	Contracts for Prog Sys	102-500731	\$0		\$6
Subtotal -			\$292,898	\$0	\$292,89
	enter of Greater Nashua Re	gion VI			···
/endor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,86
	Or to the formation	400 500704	\$211,860	\$0	
2,018	Contracts for Prog Svs	102-500731	• \$211,00U;	<b>⊅</b> ∪I	\$211.66
2,018 2,019	Contracts for Prog Svs	102-500731	\$211,860 \$0 \$423,720	\$0	\$211,660 \$0

On the Road to Recovery, It	nc.		·		••••
Vendor # 158839	<u>''</u>				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,018	Contracts for Prog Svs	102-500731	\$245,562	50	\$245,582
2,019	Contracts for Prog Svs	102-500731	\$0	80	\$0
Subtotal			\$491,124	\$0	\$491,124
Connections Peer Support	Center	1			<del>!</del>
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2,018	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
Subtotal			\$271,502	\$0	\$271,502
Tri-City Consumers' Action	Co-operative	1			
Vendor # 157797	1	<u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,018	Contracts for Prog Svs	102-500731	\$102,362	. \$0	\$102,362
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$204,724	\$0	\$204,724
SUB TOTAL	<u> </u>	<u> </u>	\$3,060,222	\$0	\$3,060,222
	-				
05-95-92-920010-7011 HEA	LTH AND SOCIAL SERVICES OF BEHAVIOR		JMAN SVCS DEPT OF		HEALTH DIV OF, DIV
		100% General F	unds		
		Activity Code: 922			
The Alternative Life Center				,	
Vendor # 068801	· ·				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,018	Contracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$466,244	\$0	\$486,244
The Stepping Stone Drop-In	Center Association	<u> </u>	<del></del>		
Vendor # 157967	- Veriet Masoulation	<del>                                     </del>			<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$168,555	\$0	\$168,555
2,018	Contracts for Prog Svs	102-500731	\$168,555	\$0	. \$168,555
2,019	Contracts for Prog Svs	102-500731	50	30	\$0
Subtotal			\$337,110	\$0	\$337,110

#### Financial Details for Peer Support Services

Subtotal   S02,392	<del> </del>				<del>,</del>	
State Fiscal Year		visory Board			<u></u>	
State   Prical Year   Class Title   Class Account   Current Budget   (Decroase)   Amount	Vendor # 157060					
2,018 Contracts for Prog Sys 102-500731 \$151,199 \$0 \$151,199 \$0 \$0 \$50.239 \$0 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239 \$0.500.239	State Fiscal Year	Class Title	Class Account	Current Budget		_
2.019	2,017	Contracts for Prog Svs	102-500731	\$151,196	\$0	\$151.19
2,019   Contracts for Prog Svs   102-500731   \$302,392   \$0   \$302,392	2,018	Contracts for Prog Sys	102-500731	\$151,196		<del></del>
Subbolal   S302,392   S0   S302,392   S0   S302,392	2,019	Contracts for Prog Svs	102-500731			
Monachock Area Peer Support Agency	Subtotal		<u> </u>	\$302,392		
State   Fiscal   Year   Class   Title   Class   Account   Current   Budget   Amount   Increase/ (Decresse)   Amount	· <del></del>		<del></del>	<u> </u>	<u>.                                    </u>	
State   Fiscal   Year   Class   Title   Class   Account   Current   Budget   Amount   Increase/ (Decresse)   Amount	Monadnock Area Peer Sund	ort Agency		]		· · · · · · · · · · · · · · · · · · ·
State Fiscal Year				"-		
2.017 Contracts for Prog. Svs 102-500731 \$ 117,665 \$ \$ \$ 117,665 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 17,665 \$ \$ \$ 117,665 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 17,665 \$ \$ \$ 117,665 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 17,665 \$ \$ \$ 117,665 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 17,665 \$ \$ \$ 117,665 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.015 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs 102-500731 \$ 2.019 Contracts for Prog. Svs	State Fiscal Year	Class Title	Class Account	Current Budget		
2.019	2.017	Contracts for Prog Sys	102-500731	\$ 117.665	<u> </u>	·
Subtotal   Contracts for Prog Svs   102-500731   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 235,330   \$ 2						
Subtotal   Substitute					\$	8 117,000
N.   A.   A.   A.   A.   A.   A.   A.		Q4111.0013 101 1 10g 013	102-500751	<del>-</del>		
State Friscal Year	· · · · · · · · · · · · · · · · · · ·			200,000	T.V	200,330
State Friscal Year	HEADTS Poor Support C	anter of Greater Machine Bo	alaa M	<del>1</del>	ī	
State Fiscal Year		Manual Ci Greater Nashua Re	gion vi		· · · · · · · · · · · · · · · · · · ·	
2,017		Class Title	Class Account	Current Budget		Revised Budget
2,018	_			Outstant Banget	(Decrease)	Amount
Subtotal   Contracts for Prog Svs   102-500731   \$50   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$340,435   \$50   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$510,000   \$						
Subtotal   S340,436   S0   S340,43						\$170,218
On the Road to Recovery, Inc.   Vendor # 158839		Contracts for Prog Sys	102-500731			
State Fiscal Year	Subtotal		<u></u>	\$340,436	\$0	\$340,436
State Fiscal Year						
Class Account   Current Budget   Amount Increase/ (Decrease)   Revised Budget Amount	On the Road to Recovery, In	ic				
Class Title			"-			
2,017   Contracts for Prog Svs   102-500731   \$197,296   \$0   \$197,296   \$0   \$197,296   \$2,018   \$2,019   \$2,019   \$2,019   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$30   \$3197,296   \$3197,296   \$30   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296   \$3197,296	State Fiscal Year	Class Title	Class Account	Current Budget		
2,018	2.017	Contracts for Prog Sys	102-500731	\$197.296		
2,019   Contracts for Prog Svs   102-500731   S0   S0   S384,59						
\$394,592   \$0   \$384,592   \$0   \$384,592   \$0   \$384,592   \$0   \$384,592   \$0   \$384,592   \$0   \$384,592   \$0   \$384,592   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$						
Connections Peer Support Center   Vendor # 157070   State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount   Contracts for Prog Sys   102-600731   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$109,071   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$			1000 000 100 1			
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount						. ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount	Connections Peer Support (	enter	i	<u>.</u>		
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Revised Budget Amount			<del></del>		· · · · · · · · · · · · · · · · · · ·	
Class Title			<del></del>		Amount Increase/	Povisod Budget
2,017   Contracts for Prog Svs   102-500731   \$109,071   \$0   \$109,07   \$0,018   Contracts for Prog Svs   102-500731   \$109,071   \$0   \$109,07   \$0,019   Contracts for Prog Svs   102-500731   \$0,007   \$0   \$0   \$0   \$0   \$0   \$0   \$0	State Fiscal Year	Class Title	Class Account	Current Budget	ì	
2,018 Contracts for Prog Sys 102-500731 \$109,071 \$0 \$109,071 2,019 Contracts for Prog Sys 102-500731 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	2.017	Contracts for Broo Sus	102 500731	\$100 D71	<del></del>	<u> </u>
2,019   Contracts for Prog Svs   102-500731   50   \$0   \$5						
Subtotal   S218,142   \$0   \$218,142	2,510					<del></del>
Tri-City Consumers* Action Co-operative   Vendor # 157797   State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount		Contracts for Flog Svs	102-500731			
State Flscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount	Subtotal	<u> </u>		\$210,142	\$0	\$216,144
State Flscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount	T-I CIE. C	<u> </u>	<del>,</del>			
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Revised Budget Amount	In-City Consumers' Action	Co-operative	<del> </del>		<u></u>	
Class Inte   Class Account   Current Budget   (Decrease)   Amount	Vengor # 157/97		<del>                                     </del>			
2,018			Class Account	Current Budget		
2,019   Contracts for Prog Svs   102-500731   \$0   \$0   \$50   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$1				\$82,245	\$0	\$82,245
2,019   Contracts for Prog Svs   102-500731   \$0   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$0   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$164,490   \$16	2,018		102-500731	\$82,245	\$0	\$82,245
SUB TOTAL   S2,458,736   \$0   \$2,458,736	2,019	Contracts for Prog Svs	102-500731	\$0	\$0	
05-95-92-922010-4118   HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV.   BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES	Subtotal			\$164,490	\$0	\$164,490
05-95-92-922010-4118   HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV.   BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES						
05-95-92-922010-4118   HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV.   BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES	SUB TOTAL			\$2,458,736	\$0	\$2,458,736
100% General Funds   Activity Code: 92204118   The Alternative Life Center   Vendor # 068801   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount   Amount   Amount   Current Budget   Contracts for Prog Svs   102-500731   S0   S0   S0   S0   S0   S0   S0   S	05-95-92-922010-4118 H	EALTH AND SOCIAL SERVI	ICES, HEALTH AND	HUMAN SVCS DEPT	OF, HHS: BEHAVIOR	
Activity Code: 92204118   The Alternative Life Center		BUREAU OF MENTAL I			ERVICES	
The Alternative Life Center	···	<del></del>		-	· <u> </u>	
Vendor # 068801   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount   Amoun	76 - 49		Activity Code: 92	204118	<del></del> .	
State Fiscal Year         Class Title         Class Account         Current Budget         Amount Increase/ (Decrease)         Revised Budget Amount           2,017         Contracts for Prog Svs         102-500731         \$0         \$0         \$0           2,018         Contracts for Prog Svs         102-500731         \$0         \$0         \$0		<u> </u>	<del> </del>			
Class Fine   Class Account   Chrest Budget   (Decrease)   Amount	Vendor# DoseU1	<u> </u>	·—			
2,018 Contracts for Prog Svs 102-500731 \$0 \$0 Sc			Class Account	Current Budget		_
2,016 Contracts for Prog Svs 102-500731 \$0 \$0			102-500731	\$0	<b>\$</b> 0	\$0
			102-500731		\$0	\$0
	2,019	Contracts for Prog Svs	102-500731	\$0	\$233,122	\$233,122

#### Financial Details for Peer Support Services

		<u> </u>	S0	\$233,122	\$233,122
The Stepping Stone Drop-I	n Center Association	<del></del>			•
Vendor # 157967	A SCHOOL ASSOCIATION	<del>                                     </del>			•
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,018	Contracts for Prog Svs	102-500731	SO.	\$0	S(
2,019	Contracts for Prog Svs	102-500731	\$0	\$168,555	\$168,55
Subtotal			\$D	\$168,555	\$168,55
akes Region Consumer A	dvisory Board				
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731	\$0	\$151,196	\$151,19
. Subtotal	<u> </u>		\$0	\$151,196	\$151,19
Monadnock Area Peer Sup	port Agency	<u> </u>	. 1	· · ·	
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$	\$ -	5 .
2.018	Contracts for Prog Sys	102-500731	\$ -	\$ -	5 .
2,019	Contracts for Prog Sys	102-500731	\$ -	\$ 117,665	\$ 117,665
Subtotal			s <u> </u>	\$ 117,665	\$ 117,665
UEADTS Dogr Support	Center of Greater Nashua Re	sinn VI	· — —		
/endor# 209287	Center of Greater Nashua Ke	gion vi			
		<del>                                     </del>		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017 2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,019	Contracts for Prog Svs Contracts for Prog Svs	102-500731		\$0	SI
Subtolal	Contracts to Flog SVS	102-500731	\$0	\$170,218 \$170,218	\$170,218 \$170,218
	·			*****	
On the Road to Recovery, I	Inc.			1	****
Vendor# 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
	<del></del>	<del>- </del>			2 37-1
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018_	Contracts for Prog Svs	102-500731	\$0 \$0		\$(
2,018_ 2,019			\$0 \$0 \$0	\$0 \$0 \$197,296	\$0 \$197,290
2,018_	Contracts for Prog Svs	102-500731	\$0 \$0	\$0 \$0	\$0 \$0 \$197,296
2,018 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0 \$0	\$0 \$0 \$197,296	\$0 \$0 \$197,296
2,018 2,019 Subtotal Connections Peer Support	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0 \$0	\$0 \$0 \$197,296	\$197,296 \$197,296
2,018 2,019 Subtotal Connections Peer Support	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0 \$0	\$0 \$0 \$197,296	\$0 \$0 \$197,296
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070	Contracts for Prog Svs Contracts for Prog Svs Center	102-500731 102-500731	\$0 \$0 \$0 \$0	\$0 \$0 \$197,296 \$197,296	\$197,290 \$197,290 \$197,290 Revised Budget Amount
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs Center Class Title Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731 Class Account	\$0 \$0 \$0 \$0 Current Budget	\$0 \$0 \$197,296 \$197,296 Amount Increase/ (Decrease)	\$197,296 \$197,296 \$197,296 Revised Budget
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019	Contracts for Prog Svs Contracts for Prog Svs Center Class Title Contracts for Prog Svs	102-500731 102-500731 Class Account	\$0 \$0 \$0 \$0 Current Budget	\$0 \$0 \$197,296 \$197,296 Amount Increase/ (Decrease)	\$197,290 \$197,290 \$197,290 Revised Budget Amount
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs Center Class Title Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731	\$0 \$0 \$0 \$0 Current Budget	\$0 \$0 \$197,296 \$197,296 Amount Increase/ (Decrease)	\$197,290 \$197,290 \$197,290 Revised Budget Amount
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731	SD SO SO Current Budget	\$0 \$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0 \$109,071	\$197,290 \$197,290 \$197,290 \$197,290 Revised Budget Amount \$0 \$109,07
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731	SD SO SO Current Budget	\$0 \$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0 \$109,071	\$197,290 \$197,290 \$197,290 \$197,290 Revised Budget Amount \$0 \$109,07
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731	SD SO SO Current Budget	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0 \$109,071 \$109,071	\$197,290 \$197,290 \$197,290 \$197,290 Revised Budget Amount \$109,071 \$109,071
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#### Financial Details for Peer Support Services

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		100% Federal F			
<u></u>		Activity Code: 922	04120		
The Alternative Life Center					
Vendor # 068801		<del></del>		Amount Increase/	Payload Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	<u> </u>
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,019 Subtotal	Contracts for Prog Svs	102-500731	\$0 \$0	\$290,154 \$290,154	\$290,15
SEBIOLAI		<u> </u>	30	3230,134]	\$290,15
The Stepping Stone Drop-In	Center Association	· ·		<del> </del>	<u> </u>
Vendor # 157967		<del>                                     </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
-2,017	Contracts for Prog Sys	102-500731	50	50	\$
2,018	Contracts for Prog Svs	102-500731	\$0	02	\$
2,019	Contracts for Prog Sys	102-500731	\$0	\$209,790	\$209,79
Subtotal			\$0	\$209,790	\$209,79
		-			
Lakes Region Consumer Ad	visory Board				
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018	Contracts for Prog Svs	102-500731	\$0	\$0}	5(
2,019	Contracts for Prog Sys	102-500731	\$0	\$188,183	\$188,183
Subtotal		<u></u>	\$0	\$188,183	\$188,183
		<del>,</del>			
Monadnock Area Peer Supp	ort Agency				·
Vendor # 157973					B. 45 4 5
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$C
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,019 Subtotal	Contracts for Prog Svs	102-500731	\$0	\$146,449	\$146,449
Subtotal		<u> </u>	\$0	\$146,449	\$146,449
H.E.A.R.T.S. Peer Support C	enter of Cassian Naghan De	-i M			·····
Vendor # 209287	enter of Greater Nashua Ke	gion vi			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	(Decidase) \$0	S(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$211,860	\$211,860
Subtotal			\$0	\$211,860	\$211,860
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On the Road to Recovery, In	Ç.			I	
	c.				<del></del>
On the Road to Recovery, In Vendor # 158839 State Fiscal Year	c. Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
Vendor # 158839		Class Account 102-500731	Current Budget		Amount
Vendor # 158839  State Fiscal Year  2,017  2,018	Class Title  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731	\$0 \$0	(Decrease) \$0 \$0	Amount \$0
Vendor # 158839  State Fiscal Year  2,017 2,018 2,019	Class Title  Contracts for Prog Svs	102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$245,562	Amount \$0 \$0 \$245,562
Vendor # 158839  State Fiscal Year  2,017 2,018	Class Title  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731	\$0 \$0	(Decrease) \$0 \$0	Amount \$0 \$0 \$245,562
Vendor # 158839  State Fiscal Year  2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$245,562	Amount \$0 \$0 \$245,562
Vendor # 158839  State Fiscal Year  2,017 2,018 2,019 Subtotal  Connections Peer Support C	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731	\$0 \$0 \$0	(Decrease) \$0 \$0 \$245,562	Amount \$0 \$0 \$245,562
Vendor # 158839  State Fiscal Year  2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731	\$0 \$0 \$0 \$0	(Decrease) \$0 \$0 \$245,562 \$245,562 Amount increase/	Amount \$( \$245,56; \$245,56; \$245,56;
Vendor # 158839  State Fiscal Year  2,017 2,018 2,019 Subtotal  Connections Peer Support C Vendor # 157070  State Fiscal Year	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Center  Class Title	102-500731 102-500731 102-500731 Cfass Account	\$0 \$0 \$0 \$0 \$0 Current Budget	(Decrease) \$0 \$0 \$245,562 \$245,562 Amount increase/ (Decrease)	Amount \$0 \$245,562 \$245,562 Revised Budget Amount
Vendor # 158839 State Fiscal Year 2,017 2,018 2,019 Subtotal  Connections Peer Support C Vendor # 157070 State Fiscal Year 2,017	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Center  Class Title Contracts for Prog Svs	102-500731 102-500731 102-500731 Class Account	\$0 \$0 \$0 \$0 \$0 Current Budget	(Decrease) \$0 \$0 \$245,562 \$245,562 \$245,562  Amount increase/ (Decrease) \$0	Amount \$0 \$0 \$245,562 \$245,562 Revised Budget Amount \$0
Vendor # 158839 State Fiscal Year 2,017 2,018 2,019 Subtotal  Connections Peer Support C Vendor # 157070 State Fiscal Year	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Center  Class Title	102-500731 102-500731 102-500731 Cfass Account	\$0 \$0 \$0 \$0 \$0 Current Budget	(Decrease) \$0 \$0 \$245,562 \$245,562 Amount increase/ (Decrease)	Amount \$0 \$245,562 \$245,562 Revised Budget Amount

for # 157797					<del>5</del> · · · · · · · · · · · · · · · · · · ·
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Svs_	102-500731	\$0	\$102,362	
Subtotal	COMPAGE TO THOSE TO		\$0	\$102,362	\$102,3
SUBTOTAL		<u>-i</u>	\$0	\$1,530,111	\$1,5

GLENCLIFF HOME, PROFESSIO	80	% Other Funds/ 20% G	eneral Funds		<u> </u>
<u> </u>		Activity Code: 910			
The Alternative Life Center					
Vendor # 068801					- · · · · · · · · · · · · · · · · · · ·
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.018	Consultants	046-500464	\$1,200	\$0	51,20
2,019	Consultants	046-500484	\$0	\$1,200	\$1,20
Subtotal			\$1,200	\$1,200	\$2,40



# New Hampshire Department of Health and Human Services Peer Support Services

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment One") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and On the Road to Recovery, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 13 Orange Street, Manchester, NH 03104.

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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- 1. Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read: 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
- 2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$1,328,574.
- 4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 7. Delete Exhibit B, Paragraph 9, and replace with:
  - 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: \$2,901.
    - 9.3. Capital Expenditure: \$0

Amendment #1 Page 1 of 4

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### New Hampshire Department of Health and Human Services Peer Support Services

9.4. Crisis Respite: \$0.

9.5. Retirement: \$2,350

8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.

9. Add Exhibit K, DHHS Information Security Requirements



# New Hampshire Department of Health and Human Services Peer Support Services

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 18 18 Date

Name: Yeat a S Tox

On the Road to Recovery, Inc.

May 7, 2018

Name: Chairma

Acknowledgement of Contractor's signature:

State of <u>NH</u>, County of <u>Hillshape</u> on <u>5/7/18</u>, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: 815 2020

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# New Hampshire Department of Health and Human Services Peer Support Services

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

OFFICE OF THE ATTORNEY GENERAL

(0 5 2018 Date	Name: Chr. Title: Senior	ristopher G. Aslin Assistant Atterney Greneral	
I hereby certify that the foregoing A the State of New Hampshire at the	mendment was appro	oved by the Governor and Executive Coun (date of meeting)	cil of
	OFFICE OF	THE SECRETARY OF STATE	
Date	Name: Title:	· · · · · · · · · · · · · · · · · · ·	

On the Road to Recovery, Inc. SS-2017-BBH-02-PEERS-05

Amendment #1 Page 4 of 4

ATRIB Contract Amondment #1 Binder - Base F of D4



#### 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

#### 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 I served by the Contractor.

RFP-2017-BBH-02-PEERS-05 On the Road to Recovery, Inc Exhibit A Amendment #1 Page 1 of 16 Contractor Initials: AT Date: 5/2/18



- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self-identify as having 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.

Contractor Initials: AF



#### 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, including, but not limited to:
    - 3.1.1.1. 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 No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
    - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
      - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
      - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
      - 3.1.1.3.3. Emphasize 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.
      - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
      - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
      - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
      - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.

RFP-2017-BBH-02-PEERS-05 On the Road to Recovery, Inc. Exhibit A Amendment #1 Page 3 of 16 Contractor Initials: Ar Date: 5/7/18



- 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:
  - 3.1.1.8.1. Rights Protection,
  - 3.1,1.8.2. Peer Advocacy,
  - 3.1.1.8.3. Recovery.
  - 3.1.1.8.4. Employment,
  - 3.1.1.8.5. Wellness Management, and
  - 3.1,1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
  - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1. 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).
  - 3.1.1.11.2. Referrals to community mental health centers employment programs.

RFP-2017-BBH-02-PEERS-05 On the Road to Recovery, Inc Exhibit A Amendment #1 Page 4 of 16 Contractor Initials: A



- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and 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 and 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. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.
  - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.

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- 3.2,2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Peer Operated Transitional Housing
  - 3.4.1. The Contractor shall provide peer operated transitional housing by offering shelter to individuals who are in the process of re-entering the community after being discharged from inpatient or residential services, for mental wellness challenges and who are independent in managing their own medications as follows:
    - 3.4.1.1. Provide to any individual from any of the Regions in New Hampshire regardless of where they may live or work.
    - 3.4.1.2. Provide a form of housing such as an apartment the is adjacent to or attached or part of the peer support agency with the amenities for the individual to live independently
    - 3.4.1.3. Develop individualized Wellness Plans
    - 3.4.1.4. Offer all programs and peer support services provided by the peer support agency
    - 3.4.1.5. Assist the individual with identifying and obtaining benefits such as but not limited to food stamps, heating assistance,
    - 3.4.1.6. Make referrals to community based services and finding permanent housing.
    - 3.4.1.7. Limit the length of stay to 120 days.

#### 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 6, and crisis respite services for consumers statewide.
- 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:

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- 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.
  - 4,3.3.4. A source of potable water for drinking and food preparation as follows:
    - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
    - 4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or

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- 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
- 6.1.3.1.3. 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.
- 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 by the Department, 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

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manner, staff replacements/additions with comparable experience.

- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6,9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

#### 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety

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Council Defensive Driving course offered through a State of New Hampshire approved agency.

- 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.
  - 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).
  - 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.

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- 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.
  - 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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.

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7.17. 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
      - 8.1.2.5.2. 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.
      - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
      - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.

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- 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.
  - 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:
  - 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 shall 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.

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- 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10,1,1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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 data for each State Fiscal Year, including, but not limited to:

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- 11.1.1. The number of members.
- 11.1.2. The total number of participants.
- 11.1.3. Program utilization totals and percentages.
- 11,1.4. Number of telephone contacts.
- 11.1.5. Description of outreach activities.
- 11.1.6. Number and description of educational events.
- 11.1.7. 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 11.1.

#### 12. Performance Measures

12.1. 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.

#### 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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:
  - 13.5.1. 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.
  - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 13.5.3. 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.

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- 13.5.3.1. 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.
- 13.5.3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

#### 14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.1.2.1. Data.
    - 14.1.2.2. Financial records.
    - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.2.4. Review of personnel files for completeness.
  - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall 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.

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#### SFY 2019 Budget

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

Bidder Name: On the Road To Recovery, Inc.

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

Line item Budget Reference Number	Line Item Budget Description	Total Amount
	PERSONNEL COSTS	
	Salary & Wages	213,652
	Employee Benefit	27,583
	Payroll taxes	16,344
	<del> </del>	257,579
	Subtotal	
	PROFESSIONAL FEES	
	Accounting	0
	Audit Fees	7,000
	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	7,000
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
	Conferences and Conventions	0
	Other Staff Development	
	Subtotal	1,000
P 46	OCCUPANCY COSTS	
	<del></del>	82,444
	Rent	
	Mortgage Payments	0
	Heating Costs	B,438
	Other Utilities	8,045
	Maintenance and Repairs	5,780
	Taxes	
847	Other Occupancy Costs	2,400
	Subtotal	107,107
650	CONSUMABLE SUPPLIES	
651	Office	5,495
652	Building/Household	8,097
	Rehabilitation/Training	
655		1,400
657	Other Consumable Supplies	2,500
	Subtotal	17,492
	Other Expenses	
	CAPITAL EXPENDITURES	0
	CAPITAL RESERVE FUND	2,901
	EQUIPMENT RENTAL	5,600
		- 3,500
	EQUIPMENT MAINTENANCE	_+
	ADVERTISING	200
	PRINTING	
_	TELEPHONE/COMMUNICATIONS_	11,700
730	<del></del>	1,550
	Subtotal	22,301
740	TRANSPORTATION	2000
741	Board Members	0
742	Staff	3,890
743	Members and Participants	12,964
	Subtotal	16,854
750	Assistance to individuals	
	Client Services	
	Clothing	
<del></del>	Sublota	
720	INSURANCE	
	Malpractice & Bonding	1,630
		3,826
	Vehicles	
	Comprehensive Property & Liability	7,069
	OTHER EXPENDITURES	1,000
801	INTEREST EXPENSE	42.526
	Subtotal	13,625
	<u> </u>	
I TO	TAL PROGRAM EXPENSES	442,858

#### Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160,103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

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- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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#### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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#### Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding. Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents:
- Determine if personally identifiable information is involved in incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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#### **DHHS Information Security Requirements**

Determine whether Breach notification is required, and, if so, identify appropriate
Breach notification methods, timing, source, and contents from among different
options, and bear costs associated with the Breach notice as well as any mitigation
measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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Jeffrey A. Meyera Commissioner

> Katja S. Fox Director



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

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

June 6, 2016

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

| 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/29/16 | | 1/

#### 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
	<del> </del>	\$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.



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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 individuats 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.





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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: 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:

Veffrey A. Meyers Commissioner





F, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRA 100% Fede	aral Eugals			
Activity Code		<del> </del>		
he Alternative Life Center				
rendor # 068801				
State Fiscal Year	Class Title	Class Account		Gurrent Budget
2017	Contracts for Prog Sys	102-500731	5	290,154.0
2018	Contracts for Prog Sys	102-500731	\$	290,154.0
Subtotal			\$	580,308.0
The Stepping Stone Drop-In Center Association		<u> </u>		
/endor # 157967	<del></del>			
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	5	209,790.0
2018	Contracts for Prog Svs	102-500731	\$	209,790.0
y Subtotal			\$	419,580.0
akes Region Consumer Advisory Board				
Vendor # 157060				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	188,183.0
2018	Contracts for Prog Svs	102-500731	\$	188,183.6
Subtotal			\$	375,368.
Monadnock Area Peer Support Agency	<u> </u>	Γ		
Vendor # 157973				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	3	146,449.
2018	Contracts for Prog Sys	102-500731	\$	146,449.
Subtotal			\$	292,898.
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	,	<u></u>		
Vendor # 209287				
State Fiscal Year	Class Title	Class Account		Gurrent Budget
2017	Contracts for Prog Sys	102-500731	\$	211,860.
2018	Contracts for Prog Svs	102-500731	\$	211,860.
	.l	<u> </u>	L	423,720.

WE'S	



On the Road to Recovery, Inc.				
Vendor # 158639				
State Fiscal Year	Class Title	Class Account	ss Account Current Budge	
2017	Contracts for Prog Svs	Svs 102-500731 \$		245,562,00
2018	Contracts for Prog Svs	102-500731	\$	245,562.00
Subtotal		· : 451,5	\$	491,124.00
Connections Peer Support Center	<del></del>	··		<del></del>
Vendor # 157070	· · · · · · · · · · · · · · · · · · ·	<del></del>	<u> </u>	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	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 Sys	102-500731	\$	102,362.00
2018	Contracts for Prog Svs	102-500731	\$	102,362.00
Subtotal			\$	204,724.00
SUBTOTAL			\$	3,060,222.00
	HEALTH AND HUMAN SVCS DE VICES 10% General Funds vity Code: 92207011	EPT OF, HHS: BE	HAVI	ORAL HEALTH DIV
The Alternative Life Center	vity Code. 32207011	<del></del>		
Vendor # 068801				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	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		<del>r</del>	1	<u></u>
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 Sys	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	<b>\$</b> 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287	<del> -</del>		
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Sys	102-500731	\$ 170,218.00
Suplotal			\$ 340,436.00
On the Road to Recovery, Inc.	<del></del>	<del></del>	<del></del>
Vendar # 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
Subtota!		<u> </u>	\$ 394,592.00
Connections Peer Support Center	<del> </del>	<del>,</del>	<del></del>
Vendor # 157070	<del> </del>	<del> </del>	- <u></u>
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 108,071:00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri City Consumpted Assists Consumition	<del></del>	<del></del>	
Tri-City Consumers' Action Co-operative Vendor # 157797	<del> </del>	<del> </del>	<u> </u>
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		<del></del>	\$ 164,490.00
SUB TOTAL		<del> </del>	\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



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

Peer Support Services	RFP-2017-BBH-02-PEERS			
RFP Name	RFP Number		Reviewer Names	
		1.	Peter Reid	
Bidder Name	1,1-4,114,114,114	olnts 2.		
1. Connection Peer Support Center	. 575	301 3,	Stacey Dubia	
2. HEART Peer Support Center	575	271 4.	Tom Grinley	
3. Lakes Region Consumer Advisory Board	575	365 5.	Jamie Kelly	
4. Monadnock Area Peer Support Agency	575	428 6.	Elizabeth Fenner-Lukailis	
5. On the Road to Recovery	575	481 7.	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	
G. Stepping Stone Drop In Center	575	481 8.		
7. The Alternative Life Center	575	<b>453</b> 9.		
8. Tri-City Consumers' Action Cooperative	575	454		

#### Subject: Peer Support Services (SS-2017-BBH-02-PEERS-05)

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

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.					
1.1 State Agency Name		1.2 State Agency Address			
Department of Health and Human Services		129 Pleasant Street			
		Concord, NH 03301-3857			
1.3 Contractor Name	<del>-</del>	1.4 Contractor Address			
On the Road to Recovery, Inc.		13 Organe Street, Manchester, NH 03104			
	<b>-</b>				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
Number			*****		
603-623-4523	05-95-92-920010-7143-102-	June 30, 2018	\$885,716		
	500731; 05-95-92-920010-		İ		
10.0	7011-102-500731	1 10 Chair Assess Tolombors 2			
1.9 Contracting Officer for Sta	не Аделсу	1.10 State Agency Telephone 1 603-271-9558	Number		
Eric B. Borrin, Director		603-271-9338			
1.11 Contractor Signature	11	1.12 Name and Title of Contractor Signatory			
	X	Paul A. Mertzie			
1 ( ) Meet	1	Member Board of OFFECTIONS OTATW			
1.13 Acknowledgement: State	of OH County of	Huisbauegh	:		
1.13 Asknowledgement. State	to (147 , county of	Hubiacc			
On These I, solly before	re the undersigned officer, personal	lly appeared the nerson identified	in block 1.12, or satisfactorily		
proven to be the person whose r	name is signed in block 1.11, and a	cknowledged that s/he executed ti	is document in the capacity		
indicated in block 1.12.	ame is signed in block 1.11, and a		,		
1.13.1 Signature of Notes					
100	STALL OF THE	Desserve Stre	ممې		
#7	COMMASSION		V		
[Scal]	[Scal] E DIPPRES E				
1.13.2 Name and Title of Novery of Justine of the Peace					
1	MAMPS OF POSS	, probed one	Urtani.		
7/1/7	40Y PUBLISH		<u> </u>		
1.14 State Agency Signature/	Mannama.	1.15 Name and Title of State Agency Signatory			
1.14 State Agency Signature Milliministric Date // Lot Agency Signatory  Date // Lot Agency Signature // Date // Lot Agency Signatory			. Director		
1.16 Approval by the N.H. De	partment of Administration, Divisi	on of Personne (if applicable)			
_					
By:	By: Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
1 - 18- X	•	a 1			
Bri VULL Man A Jedi- Albring On: 4/12/14					
1.18 Approval by the Governor and Executive Council (if applicable)					
<b>D</b>					
By:	•	On:			

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

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

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

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

#### 4. CONDITIONAL NATURE OF AGREEMENT.

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

#### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8

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

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

#### 7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

# 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

#### 14. INSURANCE.

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

Page 3 of 4

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

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.

in favor of any party.

- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

#### Scope of Services

#### 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.

RFP-2017-BBH-02-PEERS-05 On the Road to Recovery, Inc. Exhibit A

Contractor Initials: QM

Page 1 of 16

Date: \_ 6 /1 / 1/r



- 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.

RFP-2017-BBH-02-PEERS-05 On the Road to Recovery, Inc. Exhibit A

Page 2 of 16

Contractor Initials: PM

Date: 6/1/1/1



#### 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:
    - 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 selflimitations, 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.

Contractor Initials: QC



- 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. Weliness 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:
  - Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
  - 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,
  - 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:
  - 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

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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. Peer Operated Transitional Housing

- 3.3.1. The Contractor shall provide peer operated transitional housing by offering shelter to individuals who are in the process of re-entering the community after being discharged from inpatient or residential services, for mental wellness challenges and who are independent in managing their own medications as follows:
  - 3.3.1.1. Provide to any individual from any of the Regions in New Hampshire regardless of where they may live or work.
  - 3.3.1.2. Provide a form of housing such as an apartment the is adjacent to or attached or part of the peer support agency with the amenities for the individual to live independently
  - 3.3.1.3. Develop individualized Wellness Plans
  - 3.3.1.4. Offer all programs and peer support services provided by the peer support agency
  - 3.3.1.5. Assist the individual with identifying and obtaining benefits such as but not limited to food stamps, heating assistance,
  - 3.3.1.6. Make referrals to community based services and finding permanent housing.
  - 3.3.1.7. Limit the length of stay to 120 days.

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# 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 Regions 7 and 10, and other Regions specific to services identified in Section 3.3.
- 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 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;

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- 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.
- 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 shalt 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;

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- 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.

#### Staff Training and Development 7.

- 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,
  - 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

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- 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;
  - 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.

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- 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;
  - 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.

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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 nonfor-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 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
      - Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
      - 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.

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- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors rotes 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:
  - 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.

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- 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:
  - 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

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- 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.
- 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.

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- 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
    - 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.

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## Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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.
- 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.
- 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.
- 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.

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Date 4/1//2

#### Exhibit B

- 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: \$2,901.
  - 9.3. Capital Expenditure: \$0
  - 9.4. Crisis Respite: \$0.
  - 9.5. Retirement: \$1,792.
- 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.

RFP-2017-BBH-02-PEERS-05 On the Road to Recovery, Inc. Exhibit B

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Page 2 of 3

Date 4/1/16



#### Exhibit B

- 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.

RFP-2017-BBH-02-PEERS-05 On the Road to Recovery, Inc. Exhibit B

Date 6/1/16

Page 3 of 3

### Exhibit B-1

### BUDGET FORM

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

Bidder Name: On the Road To Recovery, Inc.

Budget Request for: Peer Support Services

(Name of RFP)

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

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600	PERSONNEL COSTS	Land Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academic Academi
601	Salary & Wages	201,453
602	Employee Benefit	32,777 15,411
	Payroll taxes	249,641
	Subtotal	The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s
	PROFESSIONAL FEES	
	Accounting Audit Fees	7,000
	Legal Fees	<del>                                     </del>
627	Other Professional Fees and Consultants	<u> </u>
	Subtotal	7,000
630	STAFF DEVELOPMENT AND TRAINING	Specifical Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of the Control of
	Publications and Journals	
	In-Service Training	1,000
633	Conferences and Conventions	
	Other Staff Development	<u> </u>
	Subtotal	1,000
640	OCCUPANCY COSTS	
	Rent	93,492
	Mortgage Payments	0
	Heating Costs	7,849
644	Other Utilities	6,045
645	Maintenance and Repairs	5,780
646	Taxes	0
647	Other Occupancy Costs	2,400
	Subtotal	115,586
	CONSUMABLE SUPPLIES	in - region district medicipati
	Office	2,373
652	Building/Household	7,798
	Rehabilitation/Training	4 400
655	Food	1,400
<u>657</u>	Other Consumable Supplies	2,500 14,071
<u> </u>	Subtotal	17,071
	Other Expenses	<u>a de la composição de la composição de la composição de la composição de la composição de la composição de la</u>
680	CAPITAL EXPENDITURES	2,901
665	CAPITAL RESERVE FUND EQUIPMENT RENTAL	5,500
670	EQUIPMENT MAINTENANCE	5,550
	ADVERTISING	200
		350
710	PRINTING TELEPHONE/COMMUNICATIONS	11,700
720	POSTAGE/SHIPPING	1,550
(30	Subtotal	22,301
740	TRANSPORTATION	Lifeta replication of the China
741	Board Members	
	Staff	6,790
	Members and Participants	12,964
	Subtotal	19,754
750	Assistance to Individuals	Fig. 1
	Client Services	
752	Ctothing	
	Subtotal	0
760	INSURANCE	The second second second second second second second second second second second second second second second se
762	Vehicles	3,826
763	Comprehensive Property & Liability	8,699
800	OTHER EXPENDITURES	
801	INTEREST EXPENSE	45.55
	Subtotal	13,525
·	N DOCCHINE VOENEE	442,858
TOT	AL PROGRAM EXPENSES	442,636

### Exhibit B-2

### BUDGET FORM

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

Bidder Name: On the Road To Recovery, Inc.

Budget Request for: Peer Support Services

(Name of RFP)

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

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600	PERSONNEL COSTS	الما المانية المانية المانية المانية والمانية والمانية والمانية
601	Salary & Wages	201,453
502	Employee Benefit	32,777
603	Payroll laxes	15,411
	Subtotal	249,641
620	PROFESSIONAL FEES	
	Accounting	<u> </u>
625	Audit Fees	7,000
626	Legal Fees	<u> </u>
627	Other Professional Fees and Consultants	
	Subtotal	7,000
630	STAFF DEVELOPMENT AND TRAINING	general and the second and
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
	Other Staff Development	
	Subtotal	1,000
	OCCUPANCY COSTS	
	Rent	93,49
	Mortgage Payments	
	Heating Costs	7,84
	Other Utilities	6,04
		5,78
	Maintenance and Repairs	
	Taxes	2,40
647	Other Occupancy Costs	115,56
	Subtotal	Van de la company de servicio de la
	CONSUMABLE SUPPLIES	2,37
	Office	
652	Building/Household	7,79
	Rehabilitation/Training	<del></del>
655	Food	1,40
657	Other Consumable Supplies	2,50
	Subtotal	14,07
	Other Expenses	Louis Marketing office white the con-
660	CAPITAL EXPENDITURES	<del></del>
665	CAPITAL RESERVE FUND	2,90
670	IFOUIPMENT RENTAL	5,61
680	EQUIPMENT MAINTENANCE	<u> </u>
700	ADVERTISING	2
710	PRINTING	3:
720	TELEPHONE/COMMUNICATIONS	11.70
730	POSTAGE/SHIPPING	1,5
	Subtotal	22,30
740	TRANSPORTATION	The second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon
	Board Members	
	Staff	6,7
	Members and Participants	12,9
	Subtolal	19,74
750	Assistance to Individuals	The second residue and the second
	Client Services	
	Clothing	1
135	Subtotal	
760	INSURANCE	NSA 11 5 2 21 21 11
	Vehicles	3.8
704	Comprehensive Property & Liability	8,6
703	OTHER EXPENDITURES	1,0
800	INTEREST EXPENSE	<del> </del>
801	Subtotal	13,5
	Sucrotal	<del></del>
	AL PROGRAM EXPENSES	442,8

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### New Hampshire Department of Health and Human Services Exhibit C



### SPECIAL PROVISIONS

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

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility
  of individuals such eligibility determination shall be made in accordance with applicable federal and
  state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. 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:
  - Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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Exhibit C - Special Provisions

Page 1 of 5

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### New Hampshire Department of Health and Human Services Exhibit C



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

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

 Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain

payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to

the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Exhibit C - Special Provisions

### New Hampshire Department of Health and Human Services `Exhibit C



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

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

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Date 6/1///e

Exhibit C - Special Provisions

## New Hampshire Department of Health and Human Services Exhibit C



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

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

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

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

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following: 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating

the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

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

Contractor Initials <u>DM</u>

Date <u>lo / 1 / 1/6</u>

### New Hampshire Department of Health and Human Services Exhibit C



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

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

#### DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

Contractor Initials Pr



### **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 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.
- 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.

Contractor Initials Or Date 6/1/16

### New Hampshire Department of Health and Human Services Exhibit D



### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

### ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials QY

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

### New Hampshire Department of Health and Human Services Exhibit D



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

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

- 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or
- 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name:

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

Contractor Initials \_

Date \_

6/1/16

#### New Hampshire Department of Health and Human Services Exhibit E



#### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

\*Temporary Assistance to Needy Families under Title IV-A

\*Child Support Enforcement Program under Title IV-D

\*Social Services Block Grant Program under Title XX

\*Medicaid Program under Title XIX

\*Community Services Block Grant under Title VI

\*Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

Title: r OTRTW

Exhibit E -- Certification Regarding Lobbying

Nama (Oa)

Contractor Initials

CHARMAS/110713

4/1/16

Page 1 of 1

### New Hampshire Department of Health and Human Services Exhibit F



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

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

#### INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials QF)

Date 1/1/1/4

### New Hampshire Department of Health and Human Services Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

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

### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

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Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters
Page 2 of 2

Contractor Initials DM

C2MDHHS/110713

### New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

### New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name:

Name

OTRTW

Exhibit G

### New Hampshire Department of Health and Human Services Exhibit H



#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Name: Day M. Menzic Title: Member 300

02021

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1

Contractor Initials \_\_\_\_\_

Date \_\_\_\_\_



#### Exhibit I

## HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

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

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

3/2014

Exhibit | Health Insurance Portability Act Business Associate Agreement Page 1 of 6 Contractor Initials Pn

Date 10/1/1/2



#### Exhibit I

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.
- (2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>
- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - For the proper management and administration of the Business Associate:
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

3/2014



#### Exhibit )

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

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

### (3) Obligations and Activities of Business Associate.

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

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

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

Contractor Initials 10 M

Date 6/1/le.



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

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#### Exhibit 1

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

### (4) Obligations of Covered Entity

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

### (5) Termination for Cause

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

#### (6) Miscellaneous

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

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Exhibit 1
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Date 6/1/1/2 .



#### Exhibit I

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

IN WITNESS WHEREOF, the parties her	eto have duly executed this Exhibit I.
Depurment 1 Hearth & Human Jemes	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Name of Authorized Representative
Title of Authorized Representative	Men by Boon Of PRTW Title of Authorized Representative
Date	4 / / //b

3/2014

### New Hampshire Department of Health and Human Services Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

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### New Hampshire Department of Health and Human Services



	Exhibit J		
⊸	FORM A		
As be	the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the low listed questions are true and accurate.		
1.	The DUNS number for your entity is: <u>\$\$1435.579</u>		
2.	In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?		
	If the answer to #2 above is NO, stop here		
	If the answer to #2 above is YES, please answer the following:		
3.	Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?		
	NOYES		
	If the answer to #3 above is YES, stop here		
	If the answer to #3 above is NO, please answer the following:		
4.	The names and compensation of the five most highly compensated officers in your business or organization are as follows:		
	Name: Amount:		

Amount: \_\_\_\_\_

Amount: \_\_\_\_\_

Amount: \_\_\_\_\_

Amount: \_\_\_\_\_

Name:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services Contract

This 2<sup>nd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Stepping Stone Drop-In Center Association (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 108 Pleasant Street Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) as amended on June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- 1. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   \$1,520,154.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A Amendment #1, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2.
- 7. Add Exhibit B-4 Amendment #2, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.

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

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

State of New Hampshire Department of Health and Human Services Name: Katia S. Fox Title: Director The Stepping Stone Drop-In Center Association May 24, 2019 Name: Paul J. Marinelli Date Title: Board Treasurer Acknowledgement of Contractor's signature: State of  $\underline{NH}$  , County of  $\underline{Sullivan}$  on  $\underline{May\ 24,\ 2019}$ , before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. Signature of Notary Public or Justice of the Peace Susan E Seidler, Notary Name and Title of Notary or Justice of the Peace

My Commission Expires:



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

OFFICE OF THE ATTORNEY GENERAL

	Named Water J. Smith Title: Sr. Asst. Atty Crancocal	
I hereby certify that the foregoing Am the State of New Hampshire at the M	endment was approved by the Governor and Executive Council of leeting on: (date of meeting)	
	OFFICE OF THE SECRETARY OF STATE	
Date	Name: Title:	

## **Scope of Services**

## 1. Provisions Applicable to All Services

- 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.
- 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 in accordance with NH Administrative Rule He-M 402, Peer Support, that will:
  - Increase quality of life for persons living with mental illness in NH. 1.3.1.
  - Increase hope for and belief in the possibility of recovery for persons living 1.3.2. with mental illness in NH.
  - Increase choice regarding the services and supports available to persons 1.3.3. living with mental illness in NH.
  - Provide alternatives to and reduce the use of more restrictive and expensive 1.3.4. services such as hospitalization.
  - Increase social connectedness for persons living with mental illness in NH. 1.3.5.
  - Increase satisfaction with peer support services. 1.3.6.
- 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 at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- The Contractor agrees to give priority of peer support services to consumers who are 1.5. age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- The Contractor agrees that if the performance of services involves the collection, 1.6. transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- The Contractor shall provide in-house and community based services for Region II as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement...

#### 2. Definitions

Board of Directors means the governing body of a nongovernmental Peer Support Agency.

Contractor Initials:



- 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 I served by the Contractor.
- 2.4. **Business Days** are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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. **Serious Mental Illness (SMI)** 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.

Exhibit A - Amendment #2 Contractor Initials:



- 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.

## 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 including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize 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.

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The Stepping Stone Drop-in Center Association RFP-2017-BBH-02-PEERS-07 Exhibit A - Amendment #2

Date: 5/24/19



- 3.1.1.5. Provide in-house and community-based services according to the Deliverables in Subsection 12.1 through 12.2.5.
- 3.1.1.6. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.7. 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.
- 3.1.1.8. 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.
- 3.1.1.9. 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:
  - 3.1.1.9.1. Rights Protection,
  - 3.1.1.9.2. Peer Advocacy,
  - 3.1.1.9.3. Recovery,
  - 3.1.1.9.4. Employment,
  - 3.1.1.9.5. Wellness Management, and
  - 3.1.1.9.6. Community Resources.
- 3.1.1.10. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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.
- 3.1.1.11. Provide Individual Peer Assistance by assisting adults to:
  - 3.1.1.11.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.11.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.11.3. Promote self-advocacy.
- 3.1.1.12. Provide Employment Education by assisting members with:

Contractor Initials:

The Stepping Stone Exl Drop-in Center Association RFP-2017-BBH-02-PEERS-07

Exhibit A - Amendment #2

Date: \_\_\_5/24/19



- 3.1.1.12.1. 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).
- 3.1.1.12.2. Referrals to community mental health centers employment programs.
- 3.1.1.12.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.13. Inform the members and general public about the peer supports and wellness services available and 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.
- 3.1.1.14. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.15. 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.
- 3.1.1.16. Invite guests to participate in peer support activities.
- 3.1.1.17. 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.
- 3.1.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.

Exhibit A - Amendment #2

Contractor Initials 5/24/1

Date: \_\_\_\_



- 3.2.1.1.5. Council Meetings.
- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

#### 3.4. Crisis Respite

- 3.4.1. The Contractor shall 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. The Contractor shall:
  - 3.4.1.1. Accept applications for respite stays as submitted by self-referral or through other formal or informal support networks.
  - 3.4.1.2. Provide crisis respite a maximum of seven (7) days per episode.
  - 3.4.1.3. Provide a minimum of two (2) designated peer operated crisis respite beds.
  - 3.4.1.4. Provide to individuals from throughout New Hampshire regardless of where they live or work.
  - 3.4.1.5. Provide a form of housing such as an apartment adjacent to or attached to the peer support agency that include amenities and private living space for the individual.
  - 3.4.1.6. Have at least one (1) staff person onsite twenty-four (24) hours per day when participants are in the program.
  - 3.4.1.7. Administer a functional assessment on a form approved by the Department, at the time of entry and exit from the program.
  - 3.4.1.8. Develop a referral process and make referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization

Contractor Initials

The Stepping Stone Drop-in Center Association RFP-2017-BBH-02-PEERS-07 Exhibit A - Amendment #2

Date:



- 3.4.1.9. Ensure communication with other service providers occurs regarding the individual's care, with written consent.
- 3.4.1.10. Provide interventions using a model of Intentional Peer Support (IPS), that focuses on individual's strengths and assists in personal recovery and wellness.
- 3.4.1.11. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
- 3.4.1.12. Offer other peer support agency services and supports during the course of stay.
- 3.4.1.13. Assist the individual to identify and obtain benefits as appropriate including, but not limited to:
  - 3.4.1.13.1. Food stamps.
  - 3.4.1.13.2. Heating assistance.
- 3.4.1.14. Make referrals to other community-based services as appropriate.
- 3.4.1.15. Assist with locating permanent housing as needed.
- 3.4.1.16. Support the individual to return to participation in community activities, services and supports.
- 3.4.1.17. Ensure the individual's health needs are addressed during the course of their stay if they become ill or injured.

#### 3.5. Warmline Services

- 3.5.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.5.1.1. Are primarily provided to any individual who lives or works in Regions 2 and 5, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - 3.5.1.2. Are provided during the hours the peer support agency is closed.
  - 3.5.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.5.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.5.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.5.1.6. Are provided by staff that is trained in providing crisis services.
  - 3.5.1.7. May include outreach calls described in Section 3.2.1.5

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The Stepping Stone Drop-in Center Association RFP-2017-BBH-02-PEERS-07 Exhibit A - Amendment #2

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## 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 2, and services for consumers statewide.
- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - 4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.

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- 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
    - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
    - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
    - 6.1.3.1.3. 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.
- 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 by the Department, 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.

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- 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

## 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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.

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- 7.3.5. Performance reviews.
- 7.3.6. Individual staff development plans.
- 7.3.7. Prior employment or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
  - 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.
  - 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).

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- 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.
  - 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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.

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- 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
      - 8.1.2.5.2. 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.
      - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
      - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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).

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- 8.3. The Contractor shall 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.
  - 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:
  - 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 make the minutes available to the Department, as requested.
  - 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.

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8.12. The Contractor shall 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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.

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## 11. Reporting

- 11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.
    - 11.2.3.1. 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.
- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.
- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11,5.5. The total number of unduplicated participants served on a daily basis.
  - 11.5.6. The total number of current members, defined as only those members who have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:

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- 11.5.10.1. On-site; and/or
- 11.5.10.2. In the community.
- 11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:
  - 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
  - 11.6.2. A plan for how the Contractor shall increase the unduplicated numbers served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.6.3. Monthly in-house schedules/calendars and newsletters.
  - 11.6.4. Quarterly revenue and expenses by cost, category and locations.
  - 11.6.5. Quarterly Capital Expenditure Report.
  - 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

#### 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.
  - 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
    - 12.1.2.1. IPS.
    - 12.1.2.2. WRAP.
    - 12.1.2.3. WHAM.
    - 12.1.2.4. Setting boundaries.
    - 12.1.2.5. Positive thinking.
    - 12.1.2.6. Wellness
    - 12.1.2.7. Stress management.
    - 12.1.2.8. Addressing trauma.
    - 12.1.2.9. Reduction of negative or intrusive thoughts.
    - 12.1.2.10. Management of emotional states including, but not limited to:

12.1.2.10.1. Anger.

12.1.2.10.2. Depression.

12.1.2.10.3. Anxiety.

12.1.2.10.4. Mania

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- 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 12.1.3.1. Smoking cessation.
  - 12.1.3.2. Weight loss.
  - 12.1.3.3. Nutrition/Cooking.
  - 12.1.3.4. Physical exercise.
  - 12.1.3.5. Mindfulness activities including, but not limited to:
    - 12.1.3.5.1. Yoga.
    - 12.1.3.5.2. Meditation.
    - 12.1.3.5.3. Journaling.
- 12.1.4. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 12.1.4.1. Arts and crafts.
  - 12.1.4.2. Music expression.
  - 12.1.4.3. Creative writing.
  - 12.1.4.4. Cooking.
  - 12.1.4.5. Sewing.
  - 12.1.4.6. Gardening.
  - 12.1.4.7. Movies.
- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:

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- 12.3.1. Providing 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 including, but not limited to:
  - 12.3.1.1. Local psychiatric hospitals.
  - 12.3.1.2. Local mental health clinics.
  - 12.3.1.3. Local community events.
- 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
  - 12.3.2.1. Rights protection.
  - 12.3.2.2. Peer Advocacy.
  - 12.3.2.3. Recovery.
  - 12.3.2.4. Employment.
  - 12.3.2.5. Wellness Management.
  - 12.3.2.6. Community Resources.

#### 13. Performance Measure

13.1. The Contractor must increase crisis respite utilization by 20% of their current level on an annual basis until meeting or exceeding a total utilization rate of 50% per State Fiscal Year.

## 14. Quality Improvement

- 14.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.
- 14.2. The Contractor shall participate in quality assurance reviews as follows:
  - 14.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.2.2.1. Data.
    - 14.2.2.2. Financial records.
    - 14.2.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.2.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.2.2.5. Scheduled phone access to Contractor principals and staff.

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#### New Hampshire Department of Health and Human Services **Peer Support Services**



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- 14.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.3.4. Review of personnel files for completeness.
  - 14.3.5. Review of complaint process.
- 14.4. The Contractor shall 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.

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## **Method and Conditions Precedent to Payment**

- 1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93.778).
- 3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
- 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 based upon cost reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibits B-4 Amendment #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.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5 as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- 7. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 7.2. 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.
  - 7.3. The invoice must be submitted to:

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

Stepping Stone

Exhibit B - Amendment #2

Contractor Initials

5/24/19

# New Hampshire Department of Health and Human Services Peer Support Services

#### Exhibit B - Amendment #2



- 8. Of the budgeted amounts identified in Section 5, there is up to \$50,000 for crisis respite.
- 9. The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each state fiscal year thereafter.
- 10. The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 11. 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.
- 12. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 13. 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.
- 14. Funding may not be used to replace funding for a program already funded from another source.
- 15. 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.
- 16. 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.
- 17. 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 – Amendment #2

Date 5/24/19

Stepping Stone

#### SFY 2020 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Stepping Stone Drop-In Center Association

Budget Request for: Peer Support Services

Budget Period: SFY20 (7/1/19 through 6/30/20)

S02 Employee Benefit   34,24			·
601 Salary & Wages   219,18			
602 Employee Benefit			
603 Payroll taxes			219,185
Subtotal   270,19:   620   PROFESSIONAL FEES   624   Accounting   1,38: 625   Audit Fees   7,50: 626   Eagla Fees   7,50: 627   Other Professional Fees and Consultants   5,96: 627   Other Professional Fees and Consultants   5,96: 630   STAFF DEVELOPMENT AND TRAINING   631   Publications and Journals   632   In-Service Training   3,00: 633   Conferences and Conventions   634   Other Staff Development   47: 634   Other Staff Development   47: 634   Other Staff Development   47: 634   Other Staff Development   47: 644   645   OCCUPANCY COSTS   641   Rent   642   Mortgage Payments   18,34: 643   Heating Costs   7,51: 644   Other Utilities   5,18: 645   Maintenance and Repairs   7,98: 646   Taxes   75: 647   Other Occupancy Costs   7,51: 647   Other Occupancy Costs   7,51: 647   Other Occupancy Costs   7,51: 647   Other Occupancy Costs   7,51: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649   Other Occupancy Costs   7,52: 649			
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641 Rent 642 Mortgage Payments 643 Heating Costs 644 Other Utilities 5,184 645 Maintenance and Repairs 7,986 646 Taxes 647 Other Occupancy Costs Subtotal 650 CONSUMABLE SUPPLIES 651 Office 652 Building/Household 653 Rehabilitation/Training 655 Food 665 Other Consumable Supplies - TB Tests Subtotal 9,665 Other Consumable Supplies - TB Tests 9,665 Other Expenses 660 CAPITAL EXPENDITURES 665 DEPRECIATION 670 EQUIPMENT RENTAL 680 EQUIPMENT MAINTENANCE 700 ADVERTISING 710 PRINTING 720 TELEPHONE/COMMUNICATIONS 730 POSTAGE/SHIPPING 741 Board Members 742 Staff 743 Members and Participants 750 Client Services 752 Clothing Subtotal 764 Nalpractice & Bonding 765 Malpractice & Bonding 766 Lourney & Liability 767 Malpractice & Bonding 768 Deprect Action 779 Assistance to Individuals 750 Client Services 751 Client Services 752 Clothing Subtotal 763 Comprehensive Property & Liability 764 Comprehensive Property & Liability 765 Criminal Record Checks, DMV Checks 766 INTEREST EXPENSE 767 OND Control Subtotal 768 Comprehensive Property & Liability 769 Criminal Record Checks, DMV Checks 760 INTEREST EXPENSE 760 Subtotal 760 INTEREST EXPENSE 761 Cinetter Services 762 Subtotal 763 Comprehensive Property & Liability 765 Subtotal 766 INTEREST EXPENSE 767 Subtotal 768 Subtotal 769 Subtotal 769 Comprehensive Property & Liability 760 Subtotal 761 INTEREST EXPENSE 761 Subtotal 762 Subtotal 763 Subtotal 764 Subtotal 765 Subtotal 766 Subtotal 767 Subtotal 767 Subtotal 767 Subtotal 768 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 760 INTEREST EXPENSE 760 Subtotal 761 Malpractice & Bonding 761 Malpractice & Bonding 762 Vehicles 763 Comprehensive Property & Liability 765 Subtotal 766 Subtotal 767 Subtotal 767 Subtotal 767 Subtotal 768 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 769 Subtotal 760 Subtotal 760 Subtotal 760 Subtotal 761 Subtotal 762 Subtotal 763 Subtotal 764 Subtotal 765 Subtotal 765 Subtotal 766	.,.		3,857
642 Mortgage Payments 18,344 643 Heating Costs 7,511 644 Other Utilities 5,186 645 Maintenance and Repairs 7,965 646 Taxes 7,566 647 Other Occupancy Costs 7,566 648 CONSUMABLE SUPPLIES 7,566 650 CONSUMABLE SUPPLIES 8,651 Office 8,325 652 Building/Household 3,956 653 Rehabilitation/Training 4,566 655 Food 4,200 657 Other Consumable Supplies - TB Tests 18 Subtotal 9,665 Other Expenses 6,660 CAPITAL EXPENDITURES 7,665 Other Expenses 7,665 Other Other Expenses 7,665 Other Utilities 7,665 Other Other Expenses 7,665 Other Other Utilities 7,665 Other Other Expenses 7,665 Other Other Other Expenses 7,665 Other Other Other Expenses 7,665 Other Other Other Expenses 7,665 Other Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Other Expenses 7,665 Other Other Expenses 7,665 Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Other Ot			
643   Heating Costs   7,51-644   Other Utilities   5,198     644   Other Utilities   7,968     645   Maintenance and Repairs   7,968     646   Taxes   755     647   Other Occupancy Costs   7,968     650   CONSUMABLE SUPPLIES   7,968     651   Office   888     652   Bujiiding/Household   3,968     653   Rehabilitation/Training   4,568     655   Food   4,200     657   Other Consumable Supplies - TB Tests   1,848     Subtotal   9,666     Other Expenses   7,966     Other Expens			0
644 Other Utilities         5.186           645 Maintenance and Repairs         7.966           646 Taxes         75           647 Other Occupancy Costs         (           Subtotal         39,764           650 CONSUMABLE SUPPLIES         881           651 Office         883           652 Building/Household         3,950           653 Rehabilitation/Training         456           655 Food         4,200           657 Other Consumable Supplies - TB Tests         18           Subtotal         9,665           Other Expenses         660 CAPITAL EXPENDITURES           665 DEPRECIATION         0           670 EQUIPMENT RENTAL         2,400           680 EQUIPMENT MAINTENANCE         6,167           700 ADVERTISING         100           710 PRINTING         300           720 TELEPHONE/COMMUNICATIONS         9,793           730 POSTAGE/SHIPPING         1,166           Subtotal         19,923           740 TRANSPORTATION         0           741 Board Members         0           752 Clothing         0           Subtotal         17,831           750 Malpractice & Bonding         118           762 Vehicles <td></td> <td></td> <td>18,349</td>			18,349
645 Maintenance and Repairs 7,988 646 Taxes 755 647 Other Occupancy Costs 755 647 Other Occupancy Costs 755 647 Other Occupancy Costs 755 650 CONSUMABLE SUPPLIES 755 651 Office 883 652 Building/Household 3,956 653 Rehabilitation/Training 455 655 Food 4,200 657 Other Consumable Supplies - TB Tests 184 Subtotal 9,665 Other Expenses 756 660 CAPITAL EXPENDITURES 757 660 CAPITAL EXPENDITURES 757 660 EQUIPMENT RENTAL 757 660 EQUIPMENT MAINTENANCE 757 670 EQUIPMENT MAINTENANCE 757 671 PRINTING 750 672 EQUIPMENT MAINTENANCE 757 672 TELEPHONE/COMMUNICATIONS 757 673 POSTAGE/SHIPPING 1,166 Subtotal 19,923 6740 TRANSPORTATION 751 6741 Board Members 752 6752 Clothing 753 6752 Clothing 753 6753 Comprehensive Property & Liability 753 6753 Comprehensive Property & Liability 753 6754 Comprehensive Property & Liability 753 6755 Clothing 755 6756 Comprehensive Property & Liability 7558 6751 Climal Record Checks, DMV Checks 755 6752 Cuminal Record Checks, DMV Checks 755 6753 Comprehensive Property & Liability 7558 6751 Climal Record Checks, DMV Checks 755 6752 Cuminal Record Checks, DMV Checks 755 6753 Comprehensive Property & Liability 7558 6751 Climal Record Checks, DMV Checks 755 6752 Cuminal Record Checks, DMV Checks 755 6753 Comprehensive Property & Liability 7558 6754 Comprehensive Property & Liability 7558 6755 Climinal Record Checks, DMV Checks 7558 6756 Comprehensive Property & Liability 7558 6757 Climinal Record Checks, DMV Checks 7558 6758 Comprehensive Property & Liability 7558 6759 Climinal Record Checks, DMV Checks 7558 6759 Climinal Record Checks, DMV Checks 7558 6750 Comprehensive Property & Liability 7558 6750 Climinal Record Checks, DMV Checks 7558 6750 Climinal Record Checks, DMV Checks 7558 6751 Climinal Record Checks, DMV Checks 7558 6751 Climinal Record Checks, DMV Checks 7558 6751 Climinal Record Checks, DMV Checks 7558 6751 Climinal Record Checks, DMV Checks 7558 6752 Climinal Record Checks 7558 6753 Comprehensive Property & Liability 7558 6751 Climinal Record Checks 7558 6752 Climinal Record Checks 7558 67			7,514
646 Taxes			5,186
647 Other Occupancy Costs   Subtotal   39,764			7,965
Subtotal   39,764			750
650 CONSUMABLE SUPPLIES   651 Office   881   652 Building/Household   3,950   653 Rehabilitation/Training   450   655 Food   4,200   657 Other Consumable Supplies - TB Tests   184   Subtotal   9,665   Other Expenses   660 CAPITAL EXPENDITURES   0   665 DEPRECIATION   0   670 EQUIPMENT RENTAL   2,400   680 EQUIPMENT MAINTENANCE   6,167   700 ADVERTISING   100   710 PRINTING   300   720 TELEPHONE/COMMUNICATIONS   9,790   730 POSTAGE/SHIPPING   1,166   Subtotal   19,923   740 TRANSPORTATION   16,091   741 Board Members   0   742 Staff   1,744   743 Members and Participants   16,091   Subtotal   17,831   750 Assistance to Individuals   751 Client Services   0   752 Clothing   0   Subtotal   118   754 Malpractice & Bonding   118   756 Comprehensive Property & Liability   10,588   800 OTHER EXPENDITURES - Membership Dues, Criminal Record Checks, DMV Checks   801 INTEREST EXPENSE   0	647		0
651 Office         88t           652 Building/Household         3,950           653 Rehabilitation/Training         45           655 Food         4,200           657 Other Consumable Supplies - TB Tests         18           Subtotal         9,665           Other Expenses         0           660 CAPITAL EXPENDITURES         0           665 DEPRECIATION         0           670 EQUIPMENT RENTAL         2,400           680 EQUIPMENT MAINTENANCE         6,167           700 ADVERTISING         100           710 PRINTING         300           720 TELEPHONE/COMMUNICATIONS         9,793           730 POSTAGE/SHIPPING         1,166           Subtotal         19,923           740 TRANSPORTATION         11,264           741 Board Members         0           742 Staff         1,744           743 Members and Participants         16,091           Subtotal         17,831           750 Assistance to Individuals         16,091           751 Client Services         0           752 Clothing         0           Subtotal         0           760 INSURANCE         0           761 Malpractice & Bonding         1	CEA		39,764
652   Building/Household   3,950	-		-
653   Rehabilitation/Training   450     655   Food   4,200     657   Other Consumable Supplies - TB Tests   18/     Subtotal   9,665     Other Expenses   660   CAPITAL EXPENDITURES   0     665   DEPRECIATION   0     670   EQUIPMENT RENTAL   2,400     680   EQUIPMENT MAINTENANCE   6,167     700   ADVERTISING   100     710   PRINTING   300     720   TELEPHONE/COMMUNICATIONS   9,790     730   POSTAGE/SHIPPING   1,166     Subtotal   19,923     740   TRANSPORTATION   10,091     741   Board Members   0     742   Staff   1,740     743   Members and Participants   16,091     Subtotal   17,831     750   Assistance to Individuals   17,831     751   Client Services   0     752   Clothing   0     Subtotal   18,092     753   Comprehensive Bonding   118     762   Vehicles   3,258     763   Comprehensive Property & Liability   10,588     800   OTHER EXPENDITURES - Membership Dues     Criminal Record Checks   DMV Checks     801   INTEREST EXPENSE   0     Subtotal   14,922     Subtotal   14,922     Subtotal   14,922     801   INTEREST EXPENSE   0     Subtotal   14,922			
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730         POSTAGE/SHIPPING         1,166           Subtotal         19,923           740         TRANSPORTATION           741         Board Members         0           742         Staff         1,740           743         Members and Participants         16,091           Subtotal         17,831           750         Assistance to Individuals           751         Client Services         0           752         Clothing         0           Subtotal         0           760         INSURANCE         0           761         Malpractice & Bonding         118           762         Vehicles         3,258           763         Comprehensive Property & Liability         10,588           800         OTHER EXPENDITURES - Membership Dues, Criminal Record Checks, DMV Checks         958           801         INTEREST EXPENSE         0           Subtotal         14,922			9,790
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741       Board Members       0         742       Staff       1,740         743       Members and Participants       16,091         Subtotal       17,831         750       Assistance to Individuals         751       Client Services       0         752       Clothing       0         Subtotal       0         760       INSURANCE         761       Malpractice & Bonding       118         762       Vehicles       3,258         763       Comprehensive Property & Liability       10,588         800       OTHER EXPENDITURES - Membership Dues, Criminal Record Checks, DMV Checks       958         801       INTEREST EXPENSE       0         Subtotal       14,922			19,923
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743       Members and Participants       16,091         Subtotal       17,831         750       Assistance to Individuals         751       Client Services       0         752       Clothing       0         Subtotal       0         760       INSURANCE         761       Malpractice & Bonding       118         762       Vehicles       3,258         763       Comprehensive Property & Liability       10,588         800       OTHER EXPENDITURES - Membership Dues, Criminal Record Checks, DMV Checks       958         801       INTEREST EXPENSE       0         Subtotal       14,922	741	Board Members	0
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763         Comprehensive Property & Liability         10,588           800         OTHER EXPENDITURES - Membership Dues, Criminal Record Checks, DMV Checks         958           801         INTEREST EXPENSE         0           Subtotal         14,922			118
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## **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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## **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol, if End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

### A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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## **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

 The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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## **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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## **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Exhibit K Contractor Initials

#### Exhibit K



## **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents:
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Exhibit K Contractor Initials

5/24/19 Date

#### Exhibit K



## **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Exhibit K
DHHS Information

DHHS Information Security Requirements Page 9 of 9 Contractor Initials

# 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 STEPPING STONE DROP-IN CENTER ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 08, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 235613

Certificate Number: 0004519743



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of May A.D. 2019.

William M. Gardner

Secretary of State

# **CERTIFICATE OF VOTE**

Suellen M Griffin	, do hereby certify that:							
I, Suellen M Griffin, do hereby certify that:  (Name of the elected Officer of the Agency; cannot be contract signatory)								
1. I am a duly elected Officer of <u>The Stepping Stone Drop-In Center Association</u> .  (Agency Name)								
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of								
the Agency duly held on May 22, 2019: (Date)								
RESOLVED: That the Board Treasurer (Title of Contract Signatory)								
is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.								
3. The forgoing resolutions have not been amended or revoked, and remain	in in full force and effect as of							
the 24 <sup>th</sup> day of May, 2019. (Date Amendment Signed)								
4. Paul J Marinelli is the duly elected Bo (Title of	oard Treasurer Contract Signatory)							
of the Agency.	ella Suffi							
(Signatu	re of the Elected Officer)							
STATE OF NEW HAMPSHIRE								
County of Grafton								
The forgoing instrument was acknowledged before me this 24th day of Ma	y, 2019,							
by Suellen M Griffin (Name of Elected Officer of the Agency)	Seelle							
Notary	Public Justice of the Peace)							
(NCTARY SEAL)								
Commission Expires: <u>2/25/20</u>								



PRODUCER

### CERTIFICATE OF LIABILITY INSURANCE

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

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

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

A. B. Gile, Inc. PO Box 68 Hanover, NH 63755				PHONE (AC, No. Ext): (603) 643-4540 (AC, No.: (603) 643-6382					643-6382
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	108 Pleasant Street							ļi	
	Claremont, NH 03743								
				INSURER	<u> </u>				<u>i                                     </u>
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NH DHHS 129 Pleasant Street Concord, NH 03301				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
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## The Stepping Stone Drop In Center Association

## **Mission Statement**

To support our mental health peers on their personal paths toward wellness within a community free from judgment where we share feelings, experiences, and tools in a respectful way.

Approved by Board of Directors 3-13-19

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



# STEPPING STONE DROP-IN CENTER ASSOCIATION FINANCIAL STATEMENTS

## FOR THE YEARS ENDED JUNE 30, 2018 AND 2017

## TABLE OF CONTENTS

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Schedule of Functional Revenue, Support and Expenses	11
Bureau of Behavior Health Refundable Advance – Designated	12



To the Board of Directors of Stepping Stone Drop-In Center Association Claremont, New Hampshire

## INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of Stepping Stone Drop-In Center Association (the "Association") (a New Hampshire nonprofit corporation), which compromise the statement of financial position as of June 30, 2018, and the related statement of activities and cash flows for the year then ended and the related notes to the financial statements.

## Management's Responsibility for the Financial Statements

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

## Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the 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 express 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 principles 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 Stepping Stone Drop-In Center Association as of June 30, 2018, and the changes in its net assets, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Stepping Stone Drop-In Center Association's 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 16, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Revenue, Support and Expenses on page 11 and The Bureau of Behavioral Health Refundable Advance - Designated on page 12 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McPomule + Roberts Profession Association

October 31, 2018 Wolfeboro, New Hampshire

## STATEMENT OF FINANCIAL POSITION AS OF JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

ASS	ETS							
			Tempo	orarily		2018		2017
	<u> ប្រភព</u>	<u>estricted</u>	Restr	<u>icted</u>		<u>Total</u>		<u>Total</u>
CURRENT ASSETS							_	
Cash and cash equivalents - designated	\$	64,615	\$	-	\$	64,615	\$	80,770
Cash and cash equivalents - undesignated		46,249		140		46,389		13,323
Accounts receivable, net		3,694		-		3,694		7,445
Contributions receivable		1,000		-		1,000		2,000
Prepaid expenses	_	6,17 <u>5</u>				<u>6,175</u>	_	9,490
Total current assets		121,733		140		121,873	_	113,028
PROPERTY						.55 500		404 600
Building		453,689		-		453,689 74,755		431,602 74,755
Equipment		74,755			_	14,750	-	77,130
Total		528,444		-		528,444		506,357
Less: accumulated depreciation		<u>(191,407</u> )			_	(191,407)	_	(171,403)
Property, net	_	337,037				337,037	_	334,954
TOTAL ASSETS	\$	458,770	\$	140	<u>\$</u> _	458,910	\$	447,982
LIABILITIES AI	<u>nd ne</u>	ET ASSETS						
CURRENT LIABILITIES								
Current portion of long-term debt	\$	12,950	\$	-	\$	12,950	\$	13,010
Accounts payable and accrued expenses		2,445		-		2,445		1,137
Accrued payroll and related liabilities		12,617		-		12,617		10,682
Refundable advances		13,549		-		13,549		11,839
Refundable advances - designated		51,066				51,066	_	68,931
Total current liabilities		92,627		-		92,627		105,599
LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE	_	21 <u>1,187</u>			<del></del>	211,187	_	224,59 <u>7</u>
Total liabilities	_	303,814			_	303,814		330,196
NET ASSETS								
Unrestricted		154,956				154,956		117,646
Temporarily restricted	-			140	-	140	_	140
Total net assets	_	15 <u>4,956</u>		140	_	15 <u>5,096</u>	_	117,786
TOTAL LIABILITIES AND NET ASSETS	<u>\$</u>	458,770	\$	140	<u>\$</u>	458,910	<u>\$</u>	447,982

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

	<u>Unr</u>	<u>estricted</u>		iporarily <u>stricted</u>		2018 <u>Total</u>		2017 <u>Total</u>
REVENUE AND SUPPORT	_		•		\$	348,044	\$	291,705
Grants	\$	348,044	\$	-	Ф	106,900	Ψ	41,599
Third-party reimbursements		106,900		47.400		40,371		9,633
Contributions		23,271		17,100		11,603		11,880
Rental income		11,603		-		1,595		5,667
Other		1,595	_	47.400	_			360,484
Total revenues and gains		491,413		17,100		508,513		300,404
Net assets released from restrictions	_	<u>17,100</u>		(17,100)				
Total revenues, gains and other support		508,513	_		_	508,513	_	360,484
EXPENSES								
Program services:								470 400
Stepping Stone		292,191		-		292,191		172,400
Next Step		96,016		-		96,016		100,744
Warm Line		23,596		-		23,596		22,071
Respite		30,970		-		30,970		35,852
Other Programs		28,430		-		28,430		28,476
General management allocation		(23,632)		-		(23,636)		(30,488)
Supporting activities:						00.000		00.400
General management		23,632		<del></del>		23,636	_	30,488
Total		471,20 <u>3</u>		<u> </u>	_	471,203	_	359,543
CHANGES IN NET ASSETS		37,310		-		37,310		941
NET ASSETS, BEGINNING OF YEAR		117,646		140		<u>117,786</u>		<u>116,845</u>
NET ASSETS, END OF YEAR	\$	15 <u>4,95</u> 6	<u>\$</u>	140	<u>\$</u>	155,096	<u>\$</u>	117,786

## STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	<u>Unr</u>	<u>estricted</u>		orarily tricted		2018 <u>Total</u>		2017 <u>Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES			_			07.040	\$	941
Changes in net assets	\$	37,310	\$	-	\$	37,310	Ф	941
Adjustments to reconcile increase in net assets								
to net cash from operating activities:		00.004				20,004		19,244
Depreciation		20,004		-		20,004		13,244
(Increase) decrease in assets:		0.754				3,751		570
Accounts receivable, net		3,751		-		1,000		1,000
Contributions receivable		1,000		-		3,315		1,066
Prepaid expenses		3,315		-		3,313		1,000
Increase (decrease) in liabilities:		4.000				1,308		(6,275)
Accounts payable and accrued expenses		1,308		-		1,935		(618)
Accrued payroll and related liabilities		1,935 1,710		-		1,710		7,927
Refundable advances		(17,865)		-		(17,865)		20,154
Refundable advances - designated		(17,000)			_	(11,000)		
NET CASH PROVIDED BY OPERATING ACTIVITIES		52 <u>,468</u>				52,46 <u>8</u>	_	44,009
CASH FLOWS USED IN INVESTING ACTIVITIES Additions to property	_	(22,087)			_	(22,087)	_	(41,880)
NET CASH USED IN INVESTING ACTIVITIES	_	(22,087)			_	(22,087)		(41,880)
CASH FLOWS USED IN FINANCING ACTIVITIES Repayment of long-term notes payable	_	(13,470)		<u>-</u>		(13,470)	_	(13,083)
NET CASH USED IN FINANCING ACTIVITIES	_	(13,470)			_	(13,470)	_	(13,083)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALEN	TS	16,911		-		16,911		(10,954)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	_	93,953		140	_	94,093	_	105,047
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$</u>	110,864	\$	140	\$	111,004	<u>\$</u>	94,093
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION Cash paid during the year for interest	N <u>\$</u>	8,52 <u>7</u>	\$		<u>\$</u>	8,52 <u>7</u>	<u>\$</u>	<u>8,</u> 916

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

## NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Organization** 

Stepping Stone Drop-In Center Association, ("the Association") is a nonprofit organization incorporated under the laws of the State of New Hampshire on September 8, 1995. The Association is a voluntary, non-profit, educational, social, peer support association formed to support and assist people who are, have been, or could be at risk of becoming a consumer of psychiatric and/or psychological services. Services include provision of community resources to consumers through mutual peer support, education of the public regarding human and civil rights of the consumers, as well as societal responsibility for supporting those rights. In addition, Stepping Stone Drop-In Center Association provides assistance and support to consumers in their efforts to improve their own quality of life. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

## **Basis of Accounting**

The financial statements of the Association have been prepared on the accrual basis of accounting in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB).

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

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

<u>Temporarily Restricted</u>: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Association.

<u>Permanently Restricted</u>: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

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

## Cash and Cash Equivalents

The Association considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

## Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management closely monitors outstanding balances and writes off all balances deemed uncollectible. No allowance for doubtful accounts was considered necessary at June 30, 2018 and 2017.

## Contributions Receivable

Contributions receivable, net of allowances for estimated uncollectible amounts, are recorded when there is sufficient evidence in the form of verifiable documentation that an unconditional promise was received. Management has determined that a discount for amounts to be received after one year is not material to record and the contributions are recorded at their initial promise amount. Contributions receivable at June 30, 2018 and 2017 were \$1,000 and \$2,000, respectively.

## <u>Advertising</u>

The Association expenses advertising costs as incurred.

## **Property and Depreciation**

Property is stated at cost or fair 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:

Equipment 5 - 7 years Buildings 39 years

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

Depreciation expense was \$20,004 and \$19,244 for the years ended June 30, 2018 and 2017, respectively.

## Income Taxes

The Association is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Association's tax positions and concluded that the Association has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Association is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2014.

## Functional Allocation of Expenses

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

The costs of providing various programs and other activities have been summarized below.

Summarized below.	<u>2018</u>	<u>2017</u>
Program Services Management and general	\$ 447,567 <u>23,636</u>	\$ 329,055 30,488
Total	<u>\$ 471,203</u>	<u>\$ 359,543</u>

## **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 Association's program services. The Board of Directors serves in a volunteer capacity.

## Reclassifications

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

## Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through October 31, 2018 which is the date that the financial statements were available to be issued.

## NOTE 2 DESIGNATED CASH

Certain grant awards contain provisions requiring the Association to maintain separate cash accounts. Amounts deposited in these accounts are designated as to use and are not available for day to day operations. As of June 30, 2018 and 2017, designated cash aggregated \$64,615 and \$80,770, respectively.

## NOTE 3 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30, 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Mortgage note payable to a bank in monthly installments of \$443 for principal and interest through June of 2033. Interest was stated at 6.735% and 4.5% at June 30, 2018 and 2017, respectively. The note is secured by certain real estate of the Association.	\$ 56,140	\$ 58,862
Mortgage payable to a bank in monthly installments of \$1,347 for principal and interest through May of 2031. Interest is stated at the five year treasury rate plus 1.5% (adjusted every three years) which resulted in an interest rate of 3.375% at June 30, 2018 and 2017. The		
note is secured by certain real estate of the Association.	<u> 167,997</u>	<u>178,745</u>
Less current portion due within one year	224,137 (12,950)	237,607 (13,010)
Total	<u>\$ 211,187</u>	<u>\$ 224,597</u>

The scheduled maturities of the notes payable at June 30, 2018 were as follows:

Year Ending June 30	Amount <u>Due</u>
2019	\$ 12,950
2020	13,467
2021	14,006
2022	14,568
2023	15,156
Thereafter	<u> 153,990</u>
Total	<u>\$ 224,137</u>

## NOTE 4 REFUNDABLE ADVANCES - DESIGNATED

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, the Association is required to segregate amounts received in excess of allowable expenses. As of June 30, 2018 and 2017, funds set aside in accordance with this requirement amounted to \$51,066 and \$68,931, respectively.

## NOTE 5 ECONOMIC DEPENDENCY

Over 89% and 92% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services for the years ended June 30, 2018 and 2017, respectively. The future existence of the Association is dependent upon the funding policies and continued support of this source. The loss of this funding could have a material adverse effect on the Association.

## NOTE 6 LEASE AGREEMENT

The Association entered into a lease agreement in April of 2016. The tenant was to pay the Association \$1,200 per month with the lease expiring as of March 31, 2019. The Association received \$11,603 and \$11,880 in rental income for the years ended June 30, 2018 and 2017, respectively.

## NOTE 7 CONTINGENCIES

**Grant Compliance** 

The Association receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Association is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Association 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, 2018 and 2017.

## SCHEDULE OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES FOR THE YEAR ENDED JUNE 30, 2018 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

WITH PRIOR YEAR SUMMARIZED COMPARAT	IVE IN	Stepping Stone		Next Step	Warm Ling	E	Respite		Total BBH <u>Fonds</u>	No	Other on-88H ogra <u>ms</u>		2018 Total		2017 <u>Total</u>
REVENUE AND SUPPORT Grants Third-party reimbursements Rental income	\$	184,876 93,235	\$	107.685	\$ 24,513	s	30,970 13,549	\$	348,044 106,900	\$	11,603 40,371	\$	348,044 106,900 11,603 40,371	\$	291,705 41,599 11,880 9,633 5,667
Centributions Other income	_	60	_	<u>.</u>	 <u> </u>			-	60	_	1,535	_	1,595		
Total revenue and support	<u>\$</u>	278,171	\$	107,801	\$ 24,513	<u>\$</u>	44,5 <u>19</u>	\$	455,00 <u>4</u>	<u>\$</u>	53,509	<u>\$</u>	508,51 <u>3</u>	\$	360,484
Salares and wages Statewide training fees Employee benefits Occupancy costs Depreciation Payroll taxes Insurance Utilities Telephone Audit and accounting fees Interest expense Travel Office supplies and expense Client consumables Staff development and training Legal fees Other	\$	115.146 102,177 13,969 13,175 10,007 9,991 7,974 3,328 4,683 2,644 2,594 3,061 1,408 105 1,112	\$	53,053 10,403 7,815 4 362 3,469 3,283 2,755 3,990 4,311 575 546 1,279 110 65	\$ 17,305 560 	\$	19,931 1,682 285 1,708 278 359 147 - 892 109 213 - 5,366	\$	205,435 102 177 26.614 21.275 17.556 13.738 12.668 9.230 8.673 6.955 4.061 3.916 2.309 1.518 105 6.543	\$	3.172 20,004 139 1,105 1,572 137 620	\$	205,435 102,177 26,614 24,447 20,004 17,556 13,877 13,773 9,230 8,673 8,527 4,061 4,053 2,929 1,518 205 8,124	\$	193,467 8,140 24,811 30,627 19,244 13,800 9,269 10,472 8,735 9,921 8,916 4,879 4,166 3,617 1,961 75 7,453
Total expenses	3	292 191	\$	96 0 <u>16</u>	\$ 23.596	<u>\$</u>	30,970	\$	442,773	\$	28,430	\$	471,203	<u>\$</u>	359,543

## BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE - DESIGNATED FOR THE YEAR ENDED JUNE 30, 2018

## Reconciliation of BBH Refundable Advance

Total FY 2018 BBH funds received Carried over from prior years Recognition of funds released by BBH	\$ 353,767 11,839 93,351
Total funds received	<u>458,957</u>
Less: BBH expenses	(442,773)
Total approved expenses	(442,773)
Less: Approved BBH Expenses  Mortgage principle reduction - Claremont at 100%  Mortgage principle reduction - Lebanon at 72%	(2,722) (7,739)
Total approved expenses	(10,461)
BBH Surplus at June 30, 2018	5,723
Refundable advance balance at June 30, 2017	80,770
Refundable advance used in FY 2018	(21,878)
Refundable advance balance at June 30, 2018	64,615
Less: crises respite advance	(13,549)
Refundable advance (designated) at June 30, 2018	\$ 51,066



To the Board of Directors Stepping Stone Drop-In Center Association Claremont, New Hampshire

In planning and performing our audit of the financial statements of Stepping Stone Drop-In Center Association as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered Stepping Stone Drop-In Center Association's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis.

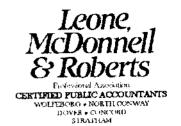
Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

Leone, McPouls + Roberts Projection Association

October 31, 2018

Wolfeboro, New Hampshire



To the Board of Directors Stepping Stone Drop-In Center Association Claremont, New Hampshire

We have audited the financial statements of Stepping Stone Drop-In Center Association for the year ended June 30, 2018, and have issued our report thereon dated October 31, 2018. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 11, 2018. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Stepping Stone Drop-In Center Association are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year ended June 30, 2018. We noted no transactions entered into by the Organization during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

Note 5 - Economic Dependency

Note 7 - Contingencies, Grant Compliance

The financial statement disclosures are neutral, consistent, and clear.

## Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

## **Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated October 31, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Organization's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Organization's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of the Board of Directors of Stepping Stone Drop-In Center Association and is not intended to be, and should not be, used by anyone other than these specified parties.

> Leone, McPounds + Roberts Programmed Association

October 31, 2018

Wolfeboro, New Hampshire

## The Stepping Stone Drop-in Center Association

## BOARD OF DIRECTORS May 24, 2019

### PRESIDENT Lori Brown

Joined on: 3/2014

Term #: 2 Term length: 3 yrs Expiration: 2020

## VICE PRESIDENT

Marilyn Marinelli

Joined on: 7/2014 Term #: 2 Term length: 3 yrs Expiration: 2020

### SECRETARY Suellen Griffin

Joined on: 7/2018 Term #: 1 Term length: 3 yrs Expiration: 2021

## TREASURER Paul Marinelli

Joined on: 2/2015 Term #: 2 Term length: 3 yrs Expiration: 2021

## Nancy Beaudoin

Joined on: 9/2016 Term #: 1 Term length: 3 yrs Expiration: 2019

## Laura Byrne

Joined on: 3/2015 Term #: 2 Term length: 3 yrs Expiration: 2021

### Laurie Cummings-Bowen

Joined on: 5/2016 Term #: 1 Term length: 3 yrs Expiration: 2019

### Colleen Fisk

Joined on: 8/2011 Term #: 3 Term length: 3 yrs Expiration: 2020

### **Gretchen Stokes**

Joined on: 5/2017 Term #: 1 Term length: 3 yrs Expiration: 2020

### Jeff White

Joined on: 5/2018 Term #: 1 Term length: 3 yrs Expiration: 2021

## Susan E. Seidler

## Objective

To be a member of an organization with a firm commitment to its mission and which aligns with my commitment to intentional peer support, diversity, exceptional work quality, teamwork, personal growth and development, and new ideas.

## Skills

I have extensive experience in the administrative aspects of running an organization, including over 30 years of supervisory experience. My organizational strengths include systems thinking, communication, organization, initiative, attention to detail, multi-tasking, discretion, problem-solving, trouble-shooting, creativity, sense of humor, and teamwork.

I am proficient in Mac- and PC-based operating systems and software programs.

## Experience

## The Stepping Stone Drop-In Center Association (aka Stepping Stone)

Claremont, NH

1/2014-Present: Executive Director

12/2006-Present

- Provide overall management of the organization, including program development, resource allocation, and business operations.
- Establish clear goals and direction for the organization.
- Inspire and lead a diverse team of professionals as well as the Management Team.
- Advise and inform the Board of Directors.
- Champion the organization's vision, goals, and values.
- Promote the principles and values of Intentional Peer Support, WRAP, and Peer Respite
  internally and within the greater community.
- Coordinate logistics and payment for statewide peer support training.

## 2/2007-1/2014: Site & Program Supports Coordinator

- Oversaw the Stepping Stone site and all aspects of program supports.
- Practiced and modeled peer support.
- Participated as member of the Management Team.
- Supervised staff.
- Maintained accurate and reliable program statistics for BBH contract compliance, Board of Director reports, and Food Bank requirements; submitted same according to established timelines.
- Co-facilitated monthly staff meetings.
- Maintained Intentional Peer Support certification and attended trainings as required and recommended.
- Produced monthly newsletter and oversaw distribution.
- Participated as member of Fundraising Committee and PR sub-committee.
- Worked with the Executive Director on RFP, budgeting, audit, and contracts.
- Oversaw business office and human resources functions, including payroll, earned time records, and staff schedule.

12/2006-2/2007: Interim Executive Director

### 6/2005-12/2006

## Kendal at Hanover

Hanover, NH

Health Services Administrative Assistant

- Provided direct support to the Director of Resident Health Care Services and the Director of Nursing: administrative support to the Health Services Management Team and nursing staff.
- Coordinated and scheduled staff development activities and training for the Health Services department, including maintenance of HealthStream database of credit hours.
- Provided help-desk and in-depth training in computer software.
- Participated on the Pharmacy Committee, which included analysis of medication use within Kendal's resident contracts and selection of Medicare D provider.

# Susan E. Seidler

## Experience continued

1983-6/2005

## **United Developmental Services**

Lebanon, NH

1987-2005: Administrative Assistant for Operations

- Supervised administrative support staff.
- Provided direct support to the Chief Operating Officer/Chief Financial Officer.
- Developed and coordinated efficient and effective office procedures.
- Prepared and disseminated annual budget and funding proposals within established deadlines; prepared ad hoc statistical reports; performed data entry and quality control for various State-mandated reports; performed miscellaneous accounting duties; signed company checks.
- Developed and reviewed internal systems to prepare for yearly State inspections of over 30 residences; refined infrastructure according to changes in State and Federal standards.
- Maintained telephone and voice messaging systems with regard to orientation, training, and programming in accordance with staff preference and company policy.

Ad hoc Responsibilities: member of UDS committees on Recruitment, Compensation, Downsizing, Criminal Justice, and Workplace Violence; member of State of NH DHHS committee to revise State certification requirements and evaluation tools: officer on UDS's HIPAA committee.

1996-2005: Network Administrator (concurrently with AA for Operations)

- Provided support across multiple sites in the administration and maintenance of a Windows-based network for 50+ users in accordance with user preference and company protocols.
- Provided help-desk and in-depth training in all aspects of computer hardware and software.
- Developed and maintained data systems to track and graph program utilization and contract compliance.
- Participated in monthly meetings of the NH Bureau of Developmental Services Shared IT Group.

1983-1987: Secretary, Early Intervention Program

	NH Notary Public
Volunteerism	NH Peer Voice – Treasurer, Board of Directors
	Stepping Stone - Treasurer, Board of Directors until 12/2006
Education	Certified in Intentional Peer Support – Shery Mead Consultants (aka Intentional Peer Support, LLC)
	WRAP Overview – The Copeland Center
	Warmline and Peer Respite - NH State Trainers certified by Intentional Peer Support, LLC
	NH Grants Institute – NH Center for Nonprofits
	Complaint Investigation – NH Division of Mental Health & Developmental Services
	Granite State College (University System of NH)
	AA, General Studies, Concentration in Business Management, Organizational Development, and Finance
	Additional coursework in database development, network management, and accounting
Pafarancae	References are available on request.

## Tiffany R. DeGraff

## Education

## ASSOCIATES DEGREE | 2011 | RIVER VALLEY COMMUNITY COLLEGE

· Associates Degree in Business Management

## ASSOCIATES DEGREE | 2009 | RIVER VALLEY COMMUNITY COLLEGE

· Associates Degree in Science of Accounting

## CERTIFICATE PROGRAM 2005 NEW HAMPSHIRE COMMUNITY TECHNICAL COLLEGE

Accounting Certificate

## **Skills & Abilities**

### MANAGEMENT

- 10 years of teaching at the community college has given me a handle of managing people and working with others to get things done.
- My years at Stepping Stone have prepared me to work with people to accomplish a desired outcome, both for the person and for the agency.
- Working at many places in a team environment has given me the skills to work well with others and also keep
  in mind deadlines and what is required of people to get things finished.
- In both my Accounting Program and my Management Program I took, and excelled in, several classes including Human Resources and General Management.

## **BOOKEEPING**

I have learned, and continue to learn, the skills needed to keep proper books as required by the State of New Hampshire and a Non Profit Agency. The skills needed for this particular type of accounting have been a challenge as they are different from the basic For Profit Accounting that is taught in an Associates Program of Accounting

## **JOB TRAINING**

- In 5 years at Stepping Stone I have completed many of the core classes and taken many classes to acquire the skills needed to work in the mental health field.
  - Member Rights Training 2018
  - Sexual Harassment Training 2018
  - 2 day WRAP Seminar 2018
  - 5 day Intention Peer Support Training 2018
  - New Hampshire Peer Support Conference 2018
  - Warmline 101 Training 2019
  - 5 day WRAP Seminar II 2019

## Experience

## BOOKKEEPER | STEPPING STONE | JANUARY 2014 - TO PRESENT

As the full-charge bookkeeper I am in charge, and comfortable, with all areas of payroll and producing required
financial reports. I have used and continue to use many versions of Quickbooks and am comfortable using
Quickbooks for all areas of daily bookkeeping.

## ACCOUNTANT | POLISH AMERICAN CITIZENS CLUB | JULY 2014 - TO PRESENT

 At the Polish Club, I am the payroll manager, general bookkeeper including all preparations of taxes and interface with the CPA

## TEACHER | RIVER VALLEY COMMUNITY COLLEGE | JANUARY 2011 - TO MAY 2017

- I taught in the Continueing education department for several years, Quickbooks for the beginner and Quickbooks for the workplace.
- Lalso taught credit classes in the accounting and business management departments as an adjunct professor.

## ACCOUNTANT | ESERSKYS HARDWARE | JUNE 2004 - MAY 2011

I was the full charge bookeeper at Eserskys, I handled payrolf, payroll taxes, worked with our tax accountant
for end-of-year reports, mailed out monthly statements, maintained a data base of customers, did annual
mailings and kept inventory up to date.

## Experience

## Support Coordinator, Stepping Stone/Next Step Peer Support Agency

8/14-Current

Produce Newsletter, staff schedule, Signup sheets, Plan Educational Events as well as trips /events, screen requests for Respite as well as update files as needed, make weekly timesheets, produce a payroll summary for the bookkeeper, gather data for quarterly statistics and perform other duties as assigned.

I have my certification in IPS (2012); Completion of Administration training (2012); Attended WRAP\* 101 (2012); WRAP\* Overview (2013); IPS Refresher (2015, 2016, and 2018); Sexual Harassment training (2018); Members Rights training (2018); Excel Advanced training (2018).

## Assistant Coordinator, Stepping Stone/ Next Step Peer Support Agency

10/10-8/14

Statistics involving Daily calls, Number of daily membership, all calls through Warmline, Filing, Crisis Respite, Promoting Wellness and perform other duties as assigned.

## Floor, Warmline & Crisis Respite worker, Stepping Stone/Next Step Peer Support Agency

5/09-10/10

Check in with members, Make & take phone calls, 1 on 1 Peer Support.

## **Durgin & Crowell Lumber Mill**

5/05-2/06

Cleaned Machines

## Rugerio's

1/04-3/05

Head cook and prep work. Team player.

## **Payless Asphalt**

6/02-11/03

Worked with Asphalt & gravel in residential areas

### Education

1997 Belmont High School, Belmont NH.

1991 Beech Street Elementary School, Manchester NH.

## References upon request

## The Stepping Stone Drop-In Center Association

## Key Personnel

	Amount Pai	% Paid from this Contract	Salary	Job Title	Name
7,840	\$47,84	100%	\$47,840	Executive Director	Susan E Seidler
7,440	\$37,44	100%	\$37,440	Finance & Operations Mgr	Tiffany DeGraff
29,120	\$29,12	100%	\$29,120	Support Coordinator	Shanon Pyatt
5,600	\$15,60	100%	\$15,600	Respite Coordinator	Vacant
	\$1	100%	\$15,600		<del> </del>



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

May 16, 2018

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

### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- 2) Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	\$528,228	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
	Totals	\$5,520,158	\$2,760,679	\$8,280,837

STATE OF JUST

2010 MAY 21 PH 3: 18

His Excellency, Christopher T. Sununu and His Honorable Council Page 2 of 3

Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

### Please see attached financial detail.

### **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business. These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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

occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served: Statewide.

Source of funds: 44.55% 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) SM010035-18

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

	MENTAL HEALTH BLOCK GF	100% Federal Fu	va da		
The A Harris Albert 1 May 0 - 4 -	T	Activity Code: 922	U/143	····	
The Alternative Life Center		<del>                                     </del>			
Vendor # 068801		· · · - · · · · · · · · · · · · · · · ·		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290,15
2,018	Contracts for Prog Svs	102-500731	\$290,154	\$0	\$290,15
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$1
Subtotal			\$580,308	. \$0	\$580,30
The Stepping Stone Drop-I	Contar Accordation	<del></del>	1		
Vendor # 157967	Center Association	<del>-</del>	-		
	<del>                                     </del>	†		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,79
2,018	Contracts for Prog Svs	102-500731	\$209,790	\$0	<b>\$209,</b> 79
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$
Subtotal			\$419,580	\$0	\$419,58
Lakes Region Consumer A	dvisory Board	1			•
Vendor # 157060		<u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$188,183	\$0	\$188,183
2,018	Contracts for Prog Sys	102-500731	\$188,183	\$0:	\$188,18
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$1
Subtotal			\$378 <u>,3</u> 68	\$0	\$376,36
Monadnock Area Peer Sup	nort Agency	1	<del></del>		
Vendor # 157973	port Agency	·  - · · · · · · · · · · · · · · · · · ·			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$146,449	\$0	\$146,44
2,018	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,44
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal-		1	\$292,898	\$0	\$292,89
H.E.A.R.T.S. Peer Support	Center of Greater Nashua Re	gion VI	<del>- · · · · · · · · · · · · · · · · · · ·</del>	Т	
Vendor # 209287		B.U. V.			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,86
2,018	Contracts for Prog Svs	102-500731	\$211,880	\$0	\$211,860
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	S
Subtotal	1		\$423,720	\$01	\$423,720

On the Road to Recovery, In	c.	T	<u> </u>		
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,56
2.018	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,56
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$491,124	\$0	\$491,12
Connections Peer Support C	Center Control		<u></u>	<del></del>	
Vendor # 157070			• • • • • • • • • • • • • • • • • • • •		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,75
2.018	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,75
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$
Subtotal			\$271,502	\$0	\$271,50
Tri-City Consumers' Action (	Co-operative	<u></u>			
Vendor # 157797		1			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,36
2,018	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,36
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$
Subtotal			\$204,724	\$0	\$204,72
SUB TOTAL			\$3,060,222	\$0	\$3,060,22
05-95-92-920010-7011 HEAI	LTH AND SOCIAL SERVICES OF BEHAVIOR	S, HEALTH AND HU AL HEALTH, PEER	MAN SYCS DEPT OF SUPPORT SERVICES	, HHS: BEHAVIORAL I S	HEALTH DIV OF, DIV
		100% General F	unds		
		Activity Code: 922	207011		
The Alternative Life Center		1	-		
Vendar # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$233,122	\$0	\$233,12
2,018	Centracts for Prog Svs	102-500731	\$233,122	\$0	\$233,12
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$
Subtotal			\$466,244	\$0	\$466,24
The Stepping Stone Drop-In		T		•	···-
op 111	Center Association				
	Center Association	<b></b>			
Vendor # 157967 State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
Vendor # 157967 State Fiscal Year	Class Title	Class Account 102-500731	Current Budget \$168,555		Amount
Vendor # 157967 State Fiscal Year 2,017	Class Title Contracts for Prog Svs			(Decrease)	Amount \$168,55
Vendor # 157967 State Fiscal Year	Class Title	102-500731	\$168,555	(Decrease) \$0	-

## Financial Details for Peer Support Services

		<u> </u>			_
Lakes Region Consumer A	dvisory Board				
Vendor # 157060			]		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$151,196	\$0	
2,018	Contracts for Prog Sys	102-500731	\$151,196	\$0	
2,019	Contracts for Prog Sys	102-500731	\$0		
Subtotal			\$302,392		<del></del>
Manadasalı A D O					
Monadnock Area Peer Sup Vendor # 157973	port Agency				<del></del>
**************************************	<del></del> -	-		Amount Increase/	5
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$ 117,665	<u> </u>	\$ 117,665
2,018	Contracts for Prog Sys	102-500731	\$ 117,665	<u> </u>	\$ 117,665
2,019	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$
Subtotal	<u> </u>		\$ 235,330	\$ .	\$ 235,330
H.E.A.R.T.S. Peer Support (	Center of Greater Nashua Re	olan VI	<del>-</del>		
Vendor # 209287		g:0.7.7.			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$170,218	\$0	\$170,21
2,018	Contracts for Prog Sys	102-500731	\$170,218	\$0 \$0	\$170,21 \$170,21
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	31/0,21 S
Subtotal		, , , , , , , , , , , , , , , , , , , ,	\$340,436	so.	\$340,43
On the Road to Recovery, I	nc.			. \	
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,29
2,018	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,296
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	Š
Subtotal			\$394,592	\$0	\$394,592
					,
Connections Peer Support	Center				
Vendor# 157070		<u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,07
2,018	Contracts for Prog Sys	102-500731	\$109,071	\$0	\$109,071
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$218,142	\$0	\$218,142
Tri-City Consumers' Action Vendor # 157797	Co-operative				<u> </u>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/	Revised Budget
			- 1	(Decrease)	Amount
2 017	Contracts for Prog Suc	102-500724	\$03.3AC		***
2,017 2,018	Contracts for Prog Sys	102-500731	\$82,245 \$82,245	\$0	
2,018	Contracts for Prog Svs	102-500731	\$82,245	\$0 \$0	\$82,245
	<del></del>	<del></del>	\$82,245 \$0	\$0 \$0 \$0	\$82,245 \$82,245 \$0 \$164,490
2,018 2,019	Contracts for Prog Svs	102-500731	\$82,245	\$0 \$0	\$82,245
2,018 2,019	Contracts for Prog Svs	102-500731	\$82,245 \$0	\$0 \$0 \$0	\$82,245 \$0 \$164,490
2,018 2,019 Subtotal SUB TOTAL	Contracts for Prog Sys Contracts for Prog Sys HEALTH AND SOCIAL SERVI	102-500731 102-500731	\$82,245 \$0 \$164,490 \$2,458,736	\$0 \$0 \$0 \$0 \$0 \$0 OF, HHS: BEHAVIOR	\$82,245 \$1 \$164,490 \$2,458,736
2,018 2,019 Subtotal SUB TOTAL	Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	\$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE	\$0 \$0 \$0 \$0 \$0 \$0 OF, HHS: BEHAVIOR	\$82,245 \$1 \$164,490 \$2,458,736
2,018 2,019 Subtotal SUB TOTAL	Contracts for Prog Sys Contracts for Prog Sys HEALTH AND SOCIAL SERVI	102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES	\$82,245 \$0 \$164,490 \$2,458,736 HUMAN SVCS DEPT S, PEER SUPPORT SE	\$0 \$0 \$0 \$0 \$0 \$0 OF, HHS: BEHAVIOR	\$82,24 \$1 \$164,490 \$2,458,730
2,018 2,019 Subtotal SUB TOTAL	Contracts for Prog Sys Contracts for Prog Sys HEALTH AND SOCIAL SERVI	102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F	\$82,245 \$0 \$164,490 \$2,458,736 HUMAN SVCS DEPT S, PEER SUPPORT SE	\$0 \$0 \$0 \$0 \$0 \$0 OF, HHS: BEHAVIOR	\$82,24 \$1 \$164,490 \$2,458,730
2,018 2,019 Subtotal SUB TOTAL 05-95-92-922010-4118 I	Contracts for Prog Sys Contracts for Prog Sys HEALTH AND SOCIAL SERVI	102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F	\$82,245 \$0 \$164,490 \$2,458,736 HUMAN SVCS DEPT S, PEER SUPPORT SE	\$0 \$0 \$0 \$0 \$0 \$0 OF, HHS: BEHAVIOR	\$82,24 \$1 \$164,490 \$2,458,730
2,018 2,019 Subtotal SUB TOTAL 05-95-92-922010-4118	Contracts for Prog Sys Contracts for Prog Sys HEALTH AND SOCIAL SERVI	102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F	\$82,245 \$0 \$164,490 \$2,458,736 HUMAN SVCS DEPT S, PEER SUPPORT SE	\$0 \$0 \$0 \$0 \$0 \$0 OF, HHS: BEHAVIOR	\$82,245 \$0 \$164,490 \$2,458,736 AL HEALTH DIV,
2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 I	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys HEALTH AND SOCIAL SERVI BUREAU OF MENTAL I	102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F Activity Code: 922	\$82,245 \$0 \$164,490 \$2,458,736 DHUMAN SVCS DEPT S. PEER SUPPORT SE unds	\$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0  \$0  Amount Increase/ (Decrease)	\$82,245 \$164,490 \$2,458,736 AL HEALTH DIV, Revised Budget Amount
2,018 2,019 Subtotal SUB TOTAL  05-95-92-922010-4118 I	Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys HEALTH AND SOCIAL SERVI BUREAU OF MENTAL I	102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F Activity Code: 922 Class Account	\$82,245 \$0 \$164,490 \$2,458,736 HUMAN SVCS DEPT S, PEER SUPPORT SE unds 204118	\$0 \$0 \$0 \$0 \$0 \$0 OF, HHS: BEHAVIOR RVICES	\$82,245 \$164,490 \$2,458,736 AL HEALTH DIV,

## Financial Details for Peer Support Services

Subtotal	<u> </u>		\$0	<b>\$233</b> ,122	\$233,122
71 5: 3 5 5		1			
<u>The Stepping Stone Drop-Ir</u> Vendor# 15 <b>7</b> 967	Center Association	<u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	Ş
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	5
2,019	Contracts for Prog Svs	102-500731	\$0	\$168,5 <u>55</u>	\$168,55
Subtotal	<u> </u>		\$0	\$168,555	\$168,55
Lakes Region Consumer A	dvisory Board				
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	. \$0		S
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$i
2,019	Contracts for Prog Svs	102-500731	\$0	\$151,196	\$151,190
Subtotal	<u> </u>		\$0	\$151,196	\$151,190
Monadnock Area Peer Sup	port Agency	<u> </u>			
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$ -	\$ -	5 -
2,018	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2,019	Contracts for Prog Sys	102-500731	\$ -	\$ 117,665	
Subtotal		<del>                                     </del>	-	\$ 117,665	\$ 117,665
H.E.A.R.T.S. Peer Support C	Center of Greater Nashua Re	gion Vi	-		
Vendor # 209287	[	9.0			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	S(
2,019	Contracts for Prog Svs	102-500731	\$0	\$170,218	\$170,218
Subtotal	1		\$0	\$170,218	\$170,218
On the Road to Recovery, In		T <sup>*</sup> 1	1	Ţ	
Vendor # 158839	]	1			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
<b>2,0</b> 17	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,019	Contracts for Prog Svs	102-500731	\$0	\$197,296	\$197,296
Subtotal			\$0]	\$197,296	\$197,296
Connections Peer Support	Center	1			
Vendor # 157070		1.			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$109,071	\$109,071
Subtotal	<u> </u>	!	\$0	\$109,071	\$109,071
Tri-City Consumers' Action	Co-operative				
Vendor # 157797				Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	\$(
2,019 Subtotal	Contracts for Prog Svs	102-500731	\$0 \$0	\$82,245 \$82,245	\$82,245 \$82,245
	·		**	7	¥,,

## Financial Details for Peer Support Services

2,018		LTH AND SOCIAL SERVICES			HHS: BEHAVIORAL H	HEALTH DIV,
Activity Code: 92204120	BUREAU OF MENTAL HEAL	TH SERVICES, MENTAL HE				
The Alternative Life Centre   Vendor # (Decrease)   State Fiscal Year						<del></del>
Vendor # 068801   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)   Amount Increase/ (Decrease)	The Alternative Life Center		1		· · · · · · · · · · · · · · · · · · ·	
2,017   Contracts for Prog Svs   102-500731   S0   S0   S   S   S   S   S   S   S					,	
2,018	State Fiscal Year	Class Title	Class Account	Current Budget		_
2.019						\$
Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal						
The Stepping Stone Drop-in Center Association   Vendor # 167967   State Fiscal Year		Contracts for Prog Svs	102-500731			
State Fiscal Vear   Class Title   Class Account   Current Budget   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amoun	Subtotai	<u> </u>			\$290,154	\$290,15
State Fiscal Vear   Class Title   Class Account   Current Budget   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amount Increase (Decrease)   Amoun	The Steening Stone Dron I	Canter Accordation	<del></del>			
State Fiscal Year		S GENERAL PROCESSION	7			<del></del>
2.017 Contracts for Prog Sys 102-500731 S0 S0 S S0 S S S S S S S S S S S S S S		Class Title	Class Account	Current Budget		_
2,018	2.017	Contracts for Prog Sys	102-500731	so		
Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal						<u>\$</u>
Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal						\$209,79
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase   Revised Sudget	Subtotal	<u> </u>		\$0		\$209,79
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase   Revised Sudget						
State Fiscal Year		dvisory Board	-	-	<u> </u>	
2,017   Contracts for Prog Svs   102-500731   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$	vendor# 157060		<del> </del>		A	Davie de 1
2,018					(Decrease)	Amount
2,019   Contracts for Prog Svs   102-500731   \$0    \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$18,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$188,183   \$18,183   \$188,183   \$188,183   \$188,183   \$18,183   \$18,183   \$18,1						
Subtotal   \$0   \$186,183   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198,185   \$198						
State   Fiscal   Year   Class   Title   Class   Account   Current   Budget   Amount   Increase   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amount   Amo		CORRECTS IDFT TOG 5VS	102:300731			
State Fiscal Year   Class Title   Class Account   Current Budgat   Amount Increase/ (Decrease)   Revised Budget   Amount	OBSIONAL	<u></u>	<u> </u>	40	\$100,100	3100,10
State Fiscal Year   Class Title   Class Account   Current Budgat   Amount Increase/ (Decrease)   Revised Budget   Amount	Monadnock Area Peer Suni	oort Agency	T			
Class   Life   Class   Life   Class   Current Budget   Class   Current Budget   Class   Contracts for Prog Svs   102-500731   S0   S0   S   S   S   S   S   S   S			1		<u>.</u> .	
2,017   Contracts for Prog Svs   102-500731   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$		Class Title	Class Account	Current Budget		_
2,018	2,017	Contracts for Prog Sys	102-500731	\$0		\$(
2,019   Contracts for Prog Svs   102-500731   \$0   \$145,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$146,449   \$1	2,018					\$(
Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal   Subtotal	2,019	Contracts for Prog Sys				
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase   (Decrease)   Amount	Subtotal			\$0	\$146,449	\$146,449
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase   (Decrease)   Amount						
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount		enter of Greater Nashua Re	gion VI			
2,017   Contracts for Prog Svs   102-500731   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$		Class Title	Class Account	Current Budget	Amount Increase/	•
2,018					<u> </u>	
2,019   Contracts for Prog Svs   102-500731   \$0   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$211,860   \$2						\$t
Subtotal   \$0						
On the Road to Recovery, Inc.		CONTRACTO IN LINE SAS	102-300131			
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount	IA 44,	<del></del>	<u> </u>		Ψ211,000	\$211,400
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase/ (Decrease)   Amount	On the Road to Recovery. Is	1¢.	<del>                                     </del>	<del></del> 1	<del></del> - T	
Class Title   Class Account   Current Budget   (Decrease)   Amount		· · · · · · · · · · · · · · · · · · ·	†	<del>-</del> -		
2,017   Contracts for Prog Svs   102-500731   \$0   \$0   \$0   \$0   \$0   \$0   \$0   \$	State Fiscal Year	Class Title	Class Account	Current Budget	•	
2,018         Contracts for Prog Svs         102-500731         \$0         \$0         \$0           2,019         Contracts for Prog Svs         102-500731         \$0         \$245,562         \$245,562           Subtotal         \$0         \$245,562         \$245,562           Connections Peer Support Center           Vendor # 157070           State Fiscal Year         Class Title         Class Account Current Budget (Decrease)         Revised Budget Amount           2,017         Contracts for Prog Svs         102-500731         \$0         \$0         \$0           2,018         Contracts for Prog Svs         102-500731         \$0         \$0         \$0           2,019         Contracts for Prog Svs         102-500731         \$0         \$135,751         \$135,751	2,017	Contracts for Prog Svs	102-500731	\$0	<del></del>	\$(
2,019   Contracts for Prog Svs   102-500731   \$0   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$245,562   \$2		Contracts for Prog Svs				\$0
Connections Peer Support Center		Contracts for Prog Svs	102-500731			\$245,562
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase   Revised Budget	Subtotal			\$0	\$245,582	\$245,562
State Fiscal Year   Class Title   Class Account   Current Budget   Amount Increase   Revised Budget	C		<del></del>			
State Fiscal Year         Class Title         Class Account         Current Budget         Amount Increase/ (Decrease)         Revised Budget Amount           2,017         Contracts for Prog Svs         102-500731         \$0         \$0         \$0         \$           2,018         Contracts for Prog Svs         102-500731         \$0         \$0         \$0         \$0           2,019         Contracts for Prog Svs         102-500731         \$0         \$135,751         \$135,75		Center	1	·		
2,017         Contracts for Prog Svs         102-500731         \$0         \$0         \$0         \$0           2,018         Contracts for Prog Svs         102-500731         \$0         \$0         \$0           2,019         Contracts for Prog Svs         102-500731         \$0         \$135,751         \$135,751		Class Title	Class Account	Current Budget		-
2,018         Contracts for Prog Svs         102-500731         \$0         \$0         \$0           2,019         Contracts for Prog Svs         102-500731         \$0         \$135,751         \$135,751	2 017	Contracts for Prog Sup	102-500724			
2,019 Contracts for Prog Svs 102-500731 \$0 \$135,751 \$135,75						
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ity Consumers' Action for # 157797					<u> </u>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$01	S
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	S
2,019	Contracts for Prog Svs	102-500731	\$0	\$102,362	\$102.36
Subtotal			\$0	\$102,362	\$102,36

GLENCLIFF HOME, PROFESSIO					
<u>.</u>	80	% Other Funds/ 20% G	eneral Funds		
		Activity Code: 910	00000		
The Alternative Life Center					
Vendor # 068801				-	<del>_</del> ,
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Dacrease)	Revised Budget Amount
2,018	Consultants	046-500464	\$1,200	\$0	\$1,20
2,019	Consultants	046-500464	\$0	\$1,200	\$1,20
Subtotal			\$1,200	\$1,200	\$2,40

## New Hampshire Department of Health and Human Services Peer Support Services

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Stepping Stone Drop-In Center Association (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 108 Pleasant Street Claremont, NH 03743.

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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read:
   05-95-92-920010-7143-102-500731;
   05-95-92-920010-7011-102-500731;
   05-95-92-922010-4120-102-500731.
- 2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- 3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$1.135.035.
- 4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- 5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 7. Delete Exhibit B, Paragraph 9, and replace with:
  - 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: \$2,901.
    - 9.3. Capital Expenditure: \$0.



## New Hampshire Department of Health and Human Services Peer Support Services

9.4. Crisis Respite: \$58,676

9.5. Retirement: \$2,253

8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.

9. Add Exhibit K, DHHS Information Security Requirements.



# New Hampshire Department of Health and Human Services Peer Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services Title: Direc The Stepping Stone Drop-In Center Association May 9, 2018 Date Title: Treasurer Acknowledgement of Contractor's signature: on May 9, 2018 , County of Grafton \_, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. Signature of Notary Public or Justice of the Peace Susan E. Seidler Name and Title of Notary or Justice of the Peace My Commission Expires:



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# New Hampshire Department of Health and Human Services Peer Support Services

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

Name: Christopher G. Aslin
Tille: Senior Assistant Albany General

Title: Serier Assistant Athrony 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:



### 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

#### 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.

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The Stepping Stone Drop-in Center Association

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- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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.
- 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.

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2.16. Week is defined as Monday through Sunday.

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#### 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 , including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, 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:
  - 3.1.1.8.1. Rights Protection.
  - 3.1.1.8.2. Peer Advocacy,
  - 3.1.1.8.3. Recovery,
  - 3.1.1.8.4. Employment,
  - 3.1.1.8.5. Wellness Management, and
  - 3.1.1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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:
  - Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1. 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).
  - 3.1.1.11.2. Referrals to community mental health centers employment programs.

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The Stepping Stone Drop-in Center Association

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- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and 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 and 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. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Paer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.
  - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.

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- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

#### 3.4. Crisis Respite

- 3.4.1. 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:
  - 3.4.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
  - 3.4.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
  - 3.4.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
  - 3.4.1.4. 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.
  - 3.4.1.5. 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.
  - 3.4.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
  - 3.4.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
  - 3.4.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
  - 3.4.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.

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- 3.4.1.10. Support the individual in returning to participation in community activities, services and supports.
- 3.4.1.11. 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.
- 3.4.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

#### 3.5. Warmline Services

- 3.5.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.5.1.1. Are primarily provided to any individual who lives or works in Regions 2 and 5, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - 3.5.1.2. Are provided during the hours the peer support agency is closed.
  - 3.5.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.5.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.5.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.5.1.6. Are provided by staff that is trained in providing crisis services.
  - 3.5.1.7. 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 2, and services for consumers statewide.
- 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.

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- 4.3.3.4. A source of potable water for drinking and food preparation as follows:
  - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
  - 4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
      - 6.1.3.1.3. 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:

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- 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.
- 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 by the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

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# 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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

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(TB) as follows:

- All newly employed employees, including those with a history of bacille calmette querin (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.
- Baseline two-step testing, if performed in association with Mantoux testing. 7.4.2. 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).
- Employees with a documented history of TB, documented history of a 7.4.3. 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.
- All positive TB test results shall be reported to the department's bureau of 7.4.4. disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- All employees with a diagnosis of suspect active pulmonary or laryngeal TB 7.4.5. 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.
- All employees with a newly positive tuberculin skin test shall be excluded 7.4.6. from the PSA until a diagnosis of TB disease is ruled out.
- Repeat TB testing shall be conducted in accordance with the CDC's 7.4.7. Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
- Those employees with a history of previous positive results shall have a 7.4.8. symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- The Contractor shall complete an annual performance review based on the staff's job 7.5. 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.
- The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- The Contractor shall obtain Department approval 30 days prior to the training date, for 7.9. 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:

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Date:



- 7.9.1. Peer Support.
- 7.9.2. Warmline.
- 7.9.3. Facilitating Peer Support Groups.
- 7.9.4. Sexual Harassment.
- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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.

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# 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
      - 8.1.2.5.2. 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.
      - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
      - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.

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- The Contractor's Board of Directors shall have fiduciary responsibility for the agency 8.7. including approval of agency financial policies and procedures that includes, but not be limited to, the following:
  - Cash Management including cash receipts, cash disbursements, and petty 8.7.1.
  - Accounts Payable/Receivable Procedures, payroll, and fixed assets. 8.7.2.
  - Internal Control Procedures. 8.7.3.
  - Expense Reimbursement and Advance Policy. 8.7.4.
- The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 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:
  - 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.
  - Notify the Department immediately in writing of any change in board 8.10.4. 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 shall 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

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.

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- 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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 data for each State Fiscal Year, including, but not limited to:
  - 11.1.1. The number of members.
  - 11.1.2. The total number of participants.

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- 11.1.3. Program utilization totals and percentages.
- 11.1.4. Number of telephone contacts.
- 11.1.5. Description of outreach activities.
- 11.1.6. Number and description of educational events.
- 11.1.7. 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 11.1.

#### 12. Performance Measures

12.1. 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.

#### 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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:
  - 13.5.1. 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.
  - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 13.5.3. 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.
    - 13.5.3.1. 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

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year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

- 13.5.3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

# 14. Quality improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.1.2.1. Data.
    - 14.1.2.2. Financial records.
    - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.2.4. Review of personnel files for completeness.
  - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall 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.

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#### SFY 2019 BUDGET

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

Bidder Name: The Stepping Stone Orop-in Center Association

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

ne Item Budgetter eference Number	Line Item Budget Pascilption	itotal/Amount
600	PERSONNEL COSTS	7 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	Salary & Wages	225,971
602	Employee Benefit	29,572
	Payroll taxes	17,287
	Subtotal	272,830
	PROFESSIONAL FEES	PRINT
		1,627
	Accounting	7,500
<u>625</u>	Audit Fees	
626	Legal Fees	100
627	Other Professional Fees and Consultants	
	Subtotal	9,227
630	STAFF DEVELOPMENT AND TRAINING	The state of the
	Publications and Journals	383
		1.000
	In-Service Training	- 1,000
633	Conferences and Conventions	
634	Other Staff Development	42
	Subtotal	1,80
640	OCCUPANCY COSTS	DOM: NO BEAUTIFUL AND AND ADDRESS OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PAR
	Rent	<del></del>
		17,82
	Mortgage Payments	9,17
	Heating Costs	
644	Other Utilities	5,02
645	Maintenance and Repairs	8,50
648	Taxes	75
647	Other Occupancy Costs	
	Sublota	41,27
	CONSUMABLE SUPPLIES	
		2.16
	Office	
652	Building/Household	3,36
653	Rehabilitation/Training	28
655	Food	3,33
	Medical	19
	Other Consumable Supplies	
		9,34
	Subtotal	A STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STATE OF THE STA
	Other Expenses	
	CAPITAL EXPENDITURES	
669	DEPRECIATION	2,90
670	EQUIPMENT RENTAL	2,40
	EQUIPMENT MAINTENANCE	5,48
	ADVERTISING	20
		30
	PRINTING	10,18
	TELEPHONE/COMMUNICATIONS	
730	POSTAGE/SHIPPING	1,34
	Subtotal	22,8
74	TRANSPORTATION	
74		
		1,6
	2 Staff	5.0
	Members and Participants	6,7
	Subtotal	O <sub>1</sub> /
_ 75	Assistance to individuals	FRANK SERVE
	Client Services	
	2 Clothing	
	Subtotal	
75	0 INSURANCE	
	4 Management & Roading	1
	1 Majoractice & Bonding	3,2
	2 Vehicles	
. 76	3 Comprehensive Property & Liability	10,4
77	0 Membership Dues	4
80	OTHER EXPENDITURES	<u> </u>
	1 INTEREST EXPENSE	
	Subtotal	14,3
	G000000	

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# **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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# **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

# I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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# **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- 2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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# **DHHS Information Security Requirements**

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

# III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

 The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable. regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- 2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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## **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of Pi and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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# **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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# **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.r.h.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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Date <u>5/9/18</u>



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 03301 603-271-9422 1-900-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.uh.gov

June 6, 2016

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council State House Concord, NH 03301 0. 68C Approved

them # 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		
0.1, 0.1, 0.1	<u> </u>	\$5,518,958		

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 Fiscat
Year. If exercised this amount would be \$459,913.17.



Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 2 of 3

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**

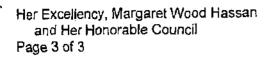
The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

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: 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:

Veffrey A. Meyers Commissioner





F, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRA 100% Fede	and Europe		
Activity Code			
he Alternative Life Center			
endor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.0
2018	Contracts for Prog Sys	102-500731	\$ 290,154.
Subtotal			\$ 580,308.
he Stepping Stone Drop-in Center Association			
/endor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.
2018	Contracts for Prog Svs	102-500731	\$ 209,790.
Subtotal			\$ 419,580.
akes Region Consumer Advisory Board		<del></del>	
/endor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 188,183,
2018	Contracts for Prog Svs	102-500731	\$ 188,183.
Subtotal			\$ 376,366.
Monadnock Area Peer Support Agency	1		
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 146,449.
2018	Contracts for Prog Sys	102-500731	\$ 146,449.
Subtotal			\$ 292,898
	<del></del>	<del></del>	<del></del>
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Vendor # 209287		<del> </del> -	<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860
2018	Contracts for Prog Sys	102-500731	\$ 211,860
	1	<u> </u>	\$ 423,720





on the Board to Bassager Inc.		<del></del>		<del></del>
On the Road to Recovery, Inc.	<del></del>			
State Fiscal Year	Class Title	Class Account	Си	rrent Budget
2017	Contracts for Prog Svs	102-500731	\$	245,562.0
2018	Contracts for Prog Svs	102-500731	\$	245,562.0
Subtotal			\$	491,124.0
Connections Peer Support Center		<del></del>		
/endor # 157070				
State Fiscal Year	Class Title	Class Account		rrent Budget
2017	Contracts for Prog Svs	102-500731	\$	135,751.
2018	Contracts for Prog Svs	102-500731	-\$	135,751.0
Subtotal			\$	271,502.0
Tri-City Consumers' Action Co-operative	<del></del>			
Vendor # 157797				
State Fiscal Year	Çlass Title	Class Account	Ci	irrent Budget
2017	Contracts for Prog Svs	102-500731	\$	102,362.
2018	Contracts for Prog Svs	102-500731	\$	102,362.
Subtotal		-	\$	204,724.
SUB TOTAL			\$	3,060,222.0
	CES % General Funds	EPT OF, HHS: BE	HAVIOR	IAL HEALTH DIV
	y Code: 92207011	<del></del> -		
The Alternative Life Center Vendor # 068801	<del></del>			
State Fiscal Year	Class Title	Class Account	C	urrent Budget
2017	Contracts for Prog Sys	102-500731	\$	233,122.
2018	Contracts for Prog Svs	102-500731	\$	233,122
Subtotal			\$	466,244
			<del>,</del>	
The Stepping Stone Drop-In Center Association		<del> </del>	<del>}</del>	
Vendor # 157967		<del>                                     </del>	<del> </del>	
State Fiscal Year	Class Title	Class Account	<del></del>	urrent Budget
•		1	5	
2017	Contracts for Prog Svs	<u> </u>		
·			\$	168,555 168,555 337,110



#### Financial Detail



akes Region Consumer Advisory Board				
/endor # 157080	<u> </u>			
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	151,196.00
2018	Contracts for Prog Svs	102-500731	\$	151,196.00
Subtotal			\$	302,392.00
	<del></del>	<del></del>		<del></del> -
Monadnock Area Peer Support Agency	<del>                                  </del>	<del></del>		<del></del>
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	<u> </u>		\$	235,330,00
500(012)				
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI				
Vendor # 209287	<u></u> _	<u></u>		
State Fiscal Year	Class Title	Class Account	<u> </u>	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
	<del></del>			
On the Road to Recovery, Inc.	<del>-}</del>	<del> </del>		·
Vendor # 158839 State Fiscal Year	Class Title	Class Account	\	Current Budget
2017	Contracts for Prog Svs	102-500731	s	197,296.00
2018	Contracts for Prog Sys	102-500731	\$	197,296.00
Subtotal		<u> </u>	\$	394,592.00
		<del>,</del>	<del>,</del>	
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 Sys	102-500731	\$	109,071.00
Subtotal		<u> </u>	\$	218,142.0
	<del></del>	<del></del>	τ-	
Tri-City Consumers' Action Co-operative Vendor # 157797	<del> </del>	- <del></del>	1	
State Fiscal Year	Class Title	Class Account	1	Current Budget
2017	Contracts for Prog Svs	102-500731	\$	82,245.0
2018	Contracts for Prog Svs	102-500731	\$	82,245.0
Subtotal	<del></del>		\$	164,490.0
SUB TOTAL			\$	2,458,736.0
TOTAL			5	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-2017-BBH-02-F	PEERS	
RFP Name	RFP Number		Reviewer Names
			1. Peter Reid
Bidder Name	Maximum Points	Actual Points	2. Ann Driscolf
1. Connection Peer Support Center	575	301	3. Stacey Dubía
2. HEART Peer Support Center	575	271	4. Tom Grinley
3. Lakes Region Consumer Advisory Board	575	365	5. Jamie Kelly
4. Monadnock Area Peer Support Agency	575	428	6. Elizabeth Fenner-Lukaitis
5. On the Road to Recovery	<b>57</b> 5	481	7
6. Stepping Stone Drop In Center	575	481	8.
7. The Alternative Life Center	575	453	9.
8. Tri-City Consumers' Action Cooperative	575	<b>4</b> 54	<u> </u> 

Subject: Peer Support Services (SS-2017-BBH-02-PEERS-07)

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

### **AGREEMENT**

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

### **GENERAL PROVISIONS**

		1 2 2 2 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
1.1 State Agency Name		1.2 State Agency Address		
Department of Health and Human Services		129 Pleasant Street		
l '		Concord, NH 03301-3857		
1.3 Contractor Name		1.4 Contractor Address		
The Stepping Stone Drop-In Ce	nter Association	108 Pleasant Street		
the Bropping otomo Brop in or		Claremont, NH 03743		
1				
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
1	1.6 Account Number	,,, compress		
Number	05 05 02 020010 7142 102	June 30, 2018	\$756,690.	
603-543-1388	05-95-92-920010-7143-102-	Jimle 30, 2018	\$750,070.	
	500731; 05-95-92-920010-		\ \	
`	7011-102-500731		<del></del>	
1.9 Contracting Officer for Sta	ate Agency	1.10 State Agency Telephor	ne Number	
Eric B. Borrin, Director		603-271-9558		
1				
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory		
Soul Hans	•	Paul J. Mari	nelli, Treasurer	
Level J are	ull	i	[	
	e of NH , County of G	lenfton		
1.13 Acknowledgement: Stat	e of NH , County or G	Jarcon		
2016		1) Jaka saasa idamtifi	ad in block 1.12 or entiring totally	
On May 27, 2016, before	re the undersigned officer, persona	ally appeared the person tuenting	dubin document in the conscitu	
proven to be the person whose	name is signed in block 1.11, and	acknowledged that s/he execute	a this document in the capacity	
indicated in block 1.12.				
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

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

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

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

#### 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 of against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

# 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.
- 11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other employees.
- 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.
- 13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

Page 3 of 4

Contractor Initials Date 5/27/16

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

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

### 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.

RFP-2017-BBH-02-PEERS-07
The Stepping Stone Drop-in Center Association

Exhibit A
Page 1 of 17

Date: 5/27/16

Contractor Initials



- 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.

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### 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:
    - Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 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 selflimitations, 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:
  - 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:
  - 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 Regions 2 and 5, 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 2, 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 notanzed, 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,

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- 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. Gnevance 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;

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- 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;

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- 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 shalf 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.

#### Composition and Responsibilities of a Peer Support Agency 8.

8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:

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- 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 nonfor-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

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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
- 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:

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- 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.

#### Participation in Statewide/Regional Meetings 9.

- 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

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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:

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- 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.

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- 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

Contractor Initials: 31



- 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.

Contractor Initials: Date: 5/27/16



### Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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.
- 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.
- 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.

Contractor Initials 5/27/16

#### Exhibit B

- 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 (10<sup>th</sup>) 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: \$2,901.
  - 9.3. Capital Expenditure: \$0.
  - 9.4. Crisis Respite: \$63,303.
  - 9.5. Retirement: \$2,137.
- 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.

RFP-2017-BBH-02-PEERS-07
The Stepping Stone Drop-In Center Association

Exhibit B

Page 2 of 3



# New Hampshire Department of Health and Human Services Peer Support Services

#### Exhibit B

- 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.

RFP-2017-88H-02-PEERS-07
The Stepping Stone Drop-In Center Association

Exhibit B

Date 5/27/16

### Exhibit B-1

### BUDGET FORM

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

Bidder Name: The Stepping Stone Drop-in Center Association

Budget Request for: Peer Support Services

(Name of RFP)

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

PERSONNEL COSTS	THE RESERVE OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE PARTY OF THE
Salary & Wages	223,58
Employee Benefit	30,64
Payroll taxes	17.10
	271,33
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Consultants	<u> </u>
	7,20
SUDICIAL DESCRIPTION TO AND TRAINING	
STAFF DEVELOPMENT AND TRAINING	35
	1,00
In-Service Training	1,00
Conferences and Conventions	40
Subtotal	1,75
OCCUPANCY COSTS	
Mortgage Payments	17,31
Heating Costs	12,50
Other Utilities	4,8
Maintenance and Repairs	4,9
	75
Subtotal	40,37
	<b>经济公司共和国的</b> 类的
	1.90
	4.45
Building/Household	- 30
	2.82
Food	<del>- 2,5-</del>
	10,11
Other Expenses	48 Liverage
CAPITAL EXPENDITURES	
CAPITAL RESERVE FUND	2,9
EQUIPMENT RENTAL	1,7
EQUIPMENT MAINTENANCE	5,1
	1,19
PRINTING	2,0
TELEPHONE/COMMUNICATIONS	B,6
POSTAGE/SHIPPING	7
	22,4
TRANSPORTATION	14-24 C 1942 C 1840
Brand Mambers	
	2.4
Hombor and Participants	6.5
	8,9
Application and the Individuals	CAPLESTYS WILL
Assistance to individuals	3
	<del>                                       </del>
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	500000000000000000000000000000000000000
	3,6
Vehicles	
Comprehensive Property & Liability	9,4
) OTHER EXPENDITURES	2.5
I INTEREST EXPENSE	<u> </u>
	727
Subtotal	15,7
	PERSONNEL COSTS Salary & Wages Employee Benefit Payrofi taxes Subtotal PROFESSIONAL FEES Accounting Audit Fees Legal Fees Cher Professional Fees and Consultants Subtotal STAFF DEVELOPMENT AND TRAINING Publications and Journals In-Service Training Conferences and Conventions Other Staff Development Subtotal OCCUPANCY COSTS Rent Mortgage Payments Heating Costs Other Utilities Maintenance and Repairs Taxes Other Occupancy Costs Subtotal CONSUMABLE SUPPLIES Office Building/Household Rehabilitation/Training Food Other Consumable Supplies Subtotal Other Expenses CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CAPITAL EXPENDITURES CIGAN Services CIGAN Services CIGAN Services CIGAN Services CIGAN Services CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGAN SERVICES CIGA

### Exhibit B-2

### **BUDGET FORM**

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

Bidder Name: The Stapping Stone Drop-in Center Association

Budget Request for: Peer Support Services

(Name of RFP)

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

600 PERSONNEL COSTS	
601 Salary & Wages	223,581
602 Employee Benefit	30,649
603 Payroll taxes	17,104
Subtotal	271,333
620 PROFESSIONAL FEES	31-31 (1900) (1900) (1900) (1900)
	0
624 Accounting 625 Audit Fees	7,000
	200
626 Legal Fees 627 Other Professional Fees and Consultants	1 0
	7,200
Subtotal Subtotal Subtotal Applications	
630 STAFF DEVELOPMENT AND TRAINING	356
631 Publications and Journals	1,000
632 In-Service Training	1,000
633 Conferences and Conventions	400
634 Other Staff Development	1,756
Subtotal	
640 OCCUPANCY COSTS	
641 Rent	<u> </u>
642 Mortgage Payments	17,316
643 Heating Costs	12,500
644 Other Utilities	4,858
645 Maintenance and Repairs	4,950
646 Taxes	750
647 Other Occupancy Costs	
Subtotal	40,374
650 CONSUMABLE SUPPLIES	<b>从外生的产品的</b>
651 Office	1,900
652 Building/Household	4,450
653 Rehabilitation/Training	300
655 Food	2,840
657 Other Consumable Supplies	701
Subtotal Subjects	10,191
	SALES OF THE SALES
Other Expenses 660 CAPITAL EXPENDITURES	200 000 0000000000000000000000000000000
	2,901
665 DEPRECIATION	1,740
670 EQUIPMENT RENTAL	5,127
680 EQUIPMENT MAINTENANCE	
700 ADVERTISING	1,190 2,000
710 PRINTING	
720 TELEPHONE/COMMUNICATIONS	8,652
730 POSTAGE/SHIPPING	794
Sublotal	22,404
740 TRANSPORTATION	
741 Board Members	
742   Staff	2,400
743 Members and Participants	6,588
Subtotal	8,988
750 Assistance to Individuals	201003203203
751 Client Services	350
752 Clothing	
Subtotal	350
760 INSURANCE	<b>34</b> 356.000000000000000000000000000000000000
762 Vahicles	3,688
763 Comprehensive Property & Liability	9,486
800 OTHER EXPENDITURES	2,598
801 INTEREST EXPENSE	<del>                                     </del>
Subtotal	15,749

# New Hampshire Department of Health and Human Services Exhibit C



### SPECIAL PROVISIONS

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

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility
  of individuals such eligibility determination shall be made in accordance with applicable federal and
  state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. 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:

Contractor Initials Date 5/27//L

# New Hampshire Department of Health and Human Services Exhibit C



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

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

 Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period;

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain

payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department 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.

Contractor Initials STA

# New Hampshire Department of Health and Human Services Exhibit C



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

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

Contractor Initials Date 5/27/16

# New Hampshire Department of Health and Human Services Exhibit C



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

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

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

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

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

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

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

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# New Hampshire Department of Health and Human Services Exhibit C



19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### **DEFINITIONS**

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

Contractor Initials

Exhibit C - Special Provisions

Page 5 of 5

Date <u>5/27/16</u>

### New Hampshire Department of Health and Human Services Exhibit C-1



### **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A. Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 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.

Contractor Initials Date 5/22/16

### New Hampshire Department of Health and Human Services Exhibit D



## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

### ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Contractor Initials 3/27/16

# New Hampshire Department of Health and Human Services Exhibit D



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

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

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

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

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

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

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

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

Contractor Name:

Name

Treasures

Exhibit D – Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Initials 5/27/16

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# New Hampshire Department of Health and Human Services Exhibit E



### CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

\*Temporary Assistance to Needy Families under Title IV-A

\*Child Support Enforcement Program under Title IV-D

\*Social Services Block Grant Program under Title XX

\*Medicaid Program under Title XIX

\*Community Services Block Grant under Title VI

\*Child Care Development Block Grant under Title IV

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

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 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:

May 27, 2011

Name: Paul J. Marinelli

Title: Treasurer

Exhibit E -- Certification Regarding Lobbying

Contractor Initials

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# New Hampshire Department of Health and Human Services Exhibit F



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

#### INSTRUCTIONS FOR CERTIFICATION

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

Contractor Initials

Date 5/27/16

# New Hampshire Department of Health and Human Services Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b)

of this certification; and

- 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

May 27, 2016

Date

Name: paul J. Marinelli

Title: Treasurer

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2 Contractor Initials

CU/DHHS/110713

#### New Hampshire Department of Health and Human Services Exhibit G



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

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

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

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

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

Contractor Initials

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

Page 1 of 2

Date 5/27//C

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#### New Hampshire Department of Health and Human Services Exhibit G



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

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

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

Contractor Name:

May 27 2016

J. Marinelli Name: Paul

Title: Treasurer

Exhibit G

Contractor Initials Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Ba and Whistleblower protections

#### New Hampshire Department of Health and Human Services Exhibit H



# CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

my 27 2016

Name: Paul J. Marinelli

Title: Treasurer

Exhibit H – Certification Regarding Environmental Tobacco Smoke Page 1 of 1 Contractor Initials 7/1/16

CU/IDHHS/110713

#### Exhibit I

#### HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

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

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>"Covered Entity"</u> has the meaning given such term in section 160.103 of Title 45,
   Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "<u>Data Aggregation</u>" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- 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 Health Insurance Portability Act Business Associate Agreement Page 1 of 6 Contractor Initials 477

#### Exhibit 1

- 1. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164,103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

# (2) <u>Business Associate Use and Disclosure of Protected Health Information.</u>

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

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#### Exhibit I

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

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

# (3) Obligations and Activities of Business Associate.

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

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

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

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#### Exhibit f

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

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

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Contractor Initials



#### 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) <u>Miscellaneous</u>

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

#### Exhibit I

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

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

Department   Hewith & Howard Services	The Stepping Stone Drop-In Ctr Assn
The State	Name of the Contractor
75558 FX	Cand Manuell'
Signature of Authorized Representative	Signature of Authorized Representative
Kityes Fox	Paul J. Marinelli
Name of Authorized Representative	Name of Authorized Representative
Dirac tor	Treasurer
Title of Authorized Representative	Title of Authorized Representative
Co/Co (160	May 27, 2016
Data :	บลเซ

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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# New Hampshire Department of Health and Human Services Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1. Name of entity
- 2. Amount of award
- 3. Funding agency
- 4. NAICS code for contracts / CFDA program number for grants
- 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:

May 27 2016

Name: Paul J. Marinelli

Title Treasurer

ng Ci ance

Contractor Initials

#### New Hampshire Department of Health and Human Services Exhibit J



#### FORM A

	the Contractor identified ow listed questions are t	in Section 1.3 of the General Provisions, I certify that the re- rue and accurate.	sponses to the
1.	The DUNS number for	your entity is: 037409575	
2.	receive (1) 80 percent of loans, grants, sub-gran	anization's preceding completed fiscal year, did your busines or more of your annual gross revenue in U.S. federal contracts, and/or cooperative agreements; and (2) \$25,000,000 or n S. federal contracts, subcontracts, loans, grants, subgrants, s?	ts, subcontracts, nore in annual
	xNO	YES	
	If the answer to #2 abor	/e is NO, stop here	
	If the answer to #2 abo	ve is YES, please answer the following:	
3.	business or organizatio	ccess to information about the compensation of the executive in through periodic reports filed under section 13(a) or 15(d) 15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Re	of the Securities
	No	YE\$	
	If the answer to #3 abo	ve is YES, stop here	
	If the answer to #3 abo	ve is NO, please answer the following:	
4.	The names and compe organization are as follows:	nsation of the five most highly compensated officers in your ows:	business or
	Name:	Amount:	

# New Hampshire Department of Health and Human Services Peer Support Services

# State of New Hampshire Department of Health and Human Services Amendment #3 to the Peer Support Services Contract

This 3<sup>rd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #3") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Alternative Life Center (hereinafter referred to as "the Contractor"), a non-profit corporation 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) as amended on June 21, 2017 (Item#38) and June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #3 remain in full force and effect; and

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

- 1. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$2,000,576.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- Delete Exhibit A Amendment #2, Scope of Services in its entirety and replace with Exhibit A -Amendment #3, Scope of Services.
- Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment – Amendment #3.
- 7. Add Exhibit B-4 Amendment #3, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.



# New Hampshire Department of Health and Human Services Peer Support Services

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

5/28/19

Name: Katja S. Fox Title: Director

The Alternative Life Center

May 27, 2019

Date 1

lame:

Acknowledgement of Contractor's signature:

State of <u>NH</u>, County of <u>Gradon</u> on <u>5/23/19</u>, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires:

BRENDAN R. FURITEK, Notary Public My Commission Expires October 3, 2023



of

# New Hampshire Department of Health and Human Services Peer Support Services

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

	OFFICE OF THE ATTORNEY GENERAL			
<u>9300019</u> Date	Name Nahay J. Smith Title: Sr. Ass. Athy Grenand			
I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council the State of New Hampshire at the Meeting on: (date of meeting)				
	OFFICE OF THE SECRETARY OF STATE			
Date	Name: Title:			



# Scope of Services

# 1. Provisions Applicable to All Services

- 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.
- The Contractor agrees that, to the extent future legislative action by the New 1.2. 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.
- The Contractor agrees to provide peer support services in accordance with NH 1.3. Administrative Rule He-M 402, Peer Support, that will:
  - Increase quality of life for persons living with mental illness in NH. 1 3.1.
  - Increase hope for and belief in the possibility of recovery for persons living 1.3.2 with mental illness in NH.
  - Increase choice regarding the services and supports available to persons 1.3.3. living with mental illness in NH.
  - Provide alternatives to and reduce the use of more restrictive and expensive 1.3.4. services such as hospitalization.
  - Increase social connectedness for persons living with mental illness in NH. 1.3.5.
  - increase satisfaction with peer support services. 1.3.6.
- 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 at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- The Contractor agrees to give priority of peer support services to consumers who are 1.5. age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- The Contractor shall provide in-house and community based services for Region I as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement.

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#### 2. Definitions

- Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- Consumers are any individual, 18 years of age or older, who self identifies as a 2.2. recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- Culturally Competent means having attained the knowledge, skills, and attitudes 2.3. necessary to provide effective supports, services, education and technical assistance to the populations in the I served by the Contractor.
- Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- Guests are any persons who are invited to visit the Peer Support Agency by a 2.5. member, participant, or the Peer Support Agency.
- Homeless is (1) an individual or family who lacks a fixed, regular, and adequate 2.6. 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.
- Management staff means staff that is responsible for supervising other staff and 2.7. volunteers affiliated with the program.
- Members are any consumers, who have made an informed decision to join, and 2.8. agree to, abide by, and support the goals and objectives of peer support services.
- 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) intellectual disability; (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 self- identify as having 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.

The Alternative Life Center

Exhibit A Amendment #3

Contractor Initials: FR

Date: 5-23-19



- 2.14. Serious Mental Illness (SMI) 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.

# 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 , including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

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- 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 in-house and community-based services according to the Deliverables in Subsection 12.1 through 12.2.5.
- 3.1.1.6. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.7. 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.
- 3.1.1.8. 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.
- 3.1.1.9. 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:
  - 3.1.1.9.1. Rights Protection,
  - 3.1.1.9.2. Peer Advocacy,
  - 3.1.1.9.3. Recovery,
  - 3.1.1.9.4. Employment,
  - 3.1.1.9.5. Wellness Management, and
  - 3.1.1.9.6. Community Resources.
- 3.1.1.10. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.18.
- 3.1.1.11. Provide Individual Peer Assistance by assisting adults to:
  - 3.1.1.11.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.

The Alternative Life Center

Exhibit A Amendment #3

Contractor Initials: FR



- 3.1.1.11.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
- 3.1.1.11.3. Promote self-advocacy.
- 3.1.1.12. Provide Employment Education by assisting members with:
  - 3.1.1.12.1. 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).
  - 3.1.1.12.2. Referrals to community mental health centers employment programs.
  - 3.1.1.2.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.13. Inform the members and general public about the peer supports and wellness services available and 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.
- 3.1.1.14. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.15. 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.
- 3.1.1.16. Invite guests to participate in peer support activities.
- 3.1.1.17. 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.
- 3.1.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:

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- 3.2.1.1. 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:
  - 3.2.1.1.1. Peer Support Services.
  - 3.2.1.1.2. Wellness and Recovery Activities.
  - 3.2.1.1.3. Annual Conferences.
  - 3.2.1.1.4. Regional Meetings.
  - 3.2.1.1.5. Council Meetings.
- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Peer Support Services to Glencliff Home Residents
  - 3.4.1. 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 from the Director of Nursing for said services as follows:
    - 3.4.1.1. Provide in a group setting at Glencliff Home by a trained Peer Support Team Leader, for up to a one (1) hour session.
    - 3.4.1.2. 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.
    - 3.4.1.3. 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.

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#### 3.5. **Warmline Services**

- The Contractor agrees to provide warmline services that offers on-call 3.5.1. telephone peer support services to members, participants, and others that:
  - Are primarily provided to any individual who lives or works in 3511 Region 1, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
  - Are provided during the hours the peer support agency is 3.5.1.2. closed.
  - Are mainly provided to individuals in the Contractor's region 3.5.1.3. with the ability to receive calls from and make calls to individuals statewide.
  - Assist individuals in addressing a current crisis related to their 3.5.1.4. mental health.
  - Refer clients to appropriate treatment and other resources in 3.5.1.5. the consumer's service area.
  - Are provided by staff that is trained in providing crisis services. 3.5.1.6.
  - May include outreach calls described in Section 3.2.1.5 3.5.1.7.

# 4. Geographic Area and Physical Location of Services

- The Contractor will provide services in this Agreement to individuals who live or work in Region 1, and services for consumers statewide.
- The Contractor shall provide peer support services separately from the confines of a 4.2. local mental health center, unless pre-approved by the Department.
- The Contractor agrees to provide a physical location/building to provide peer support 4.3. services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - A building in compliance with local health, building and fire safety codes. 4 3.1.
  - A building that is maintained in good repair and be free of hazard. 4.3.2.
  - A building that includes: 4.3.3.
    - At least one indoor bathroom which includes a sink and toilet. 4.3.3.1.
    - At least one telephone for incoming and outgoing calls. 4332
    - A functioning septic or other sewage disposal system. 4.3.3.3.
    - A source of potable water for drinking and food preparation as 4.3.3.4. follows:
      - If drinking water is supplied by a non-public water 4.3.3.4.1. system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.

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4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - 6.1.3.1.3. 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 by the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

# 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.

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- 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.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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.

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- 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.
- 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).
- 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.
  - 7.9.5. Member Rights.

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- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.

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- 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
- 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
- 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
  - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
  - 8.1.2.5.2. 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.
  - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
  - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.
  - 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.

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- 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:
  - 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 make the minutes available to the Department, as requested.
  - 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 shall 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.

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- 10.1.1.1. Consumer name.
- 10.1.1.2. Date of written grievance.
- 10.1.1.3. Nature/subject of the grievance.
- 10.1.1.4. A method to submit an anonymous complaint.
- 10.1.2. Assisting consumers with the grievance and appeal process including 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. Reporting

- 11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.
    - 11.2.3.1. 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.

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- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.
- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11.5.5. The total number of unduplicated participants served on a daily basis.
  - 11.5.6. The total number of current members, defined as only those members who have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:
    - 11.5.10.1. On-site; and/or
    - 11.5.10.2. In the community.
- 11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:
  - 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
  - A plan for how the Contractor shall increase the unduplicated numbers 11.6.2. served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.6.3. Monthly in-house schedules/calendars and newsletters.
  - 11.6.4. Quarterly revenue and expenses by cost, category and locations.
  - 11.6.5. Quarterly Capital Expenditure Report.
  - 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

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#### 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.
  - 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
    - 12.1.2.1. IPS.
    - 12.1.2.2. WRAP.
    - 12.1.2.3. WHAM.
    - 12.1.2.4. Setting boundaries.
    - 12.1.2.5. Positive thinking.
    - 12.1.2.6. Wellness
    - 12.1.2.7. Stress management.
    - 12.1.2.8. Addressing trauma.
    - 12.1.2.9. Reduction of negative or intrusive thoughts.
    - 12.1.2.10. Management of emotional states including, but not limited to:
      - 12.1.2.10.1. Anger.
      - 12,1,2,10,2. Depression.
      - 12.1.2.10.3. Anxiety.
      - 12.1.2.10.4. Mania
  - 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
    - 12.1.3.1. Smoking cessation.
    - 12.1.3.2. Weight loss.
    - 12.1.3.3. Nutrition/Cooking.
    - 12.1.3.4. Physical exercise.
    - 12.1.3.5. Mindfulness activities including, but not limited to:
      - 12.1.3.5.1. Yoga.
      - 12.1.3.5.2. Meditation.
      - 12.1.3.5.3. Journaling.
  - 12.1.4. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
    - 12,1,4,1. Arts and crafts.
    - 12,1.4.2. Music expression.
    - 12,1.4.3. Creative writing.

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- 12.1.4.4. Cooking.
- 12.1.4.5. Sewing.
- 12.1.4.6. Gardening.
- 12.1.4.7. Movies.
- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:
  - 12.3.1. Providing 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 including, but not limited to:
    - 12.3.1.1. Local psychiatric hospitals.
    - 12.3.1.2. Local mental health clinics.
    - 12.3.1.3. Local community events.
  - 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
    - 12.3.2.1. Rights protection.
    - 12.3.2.2. Peer Advocacy.
    - 12.3.2.3. Recovery.
    - 12,3,2.4. Employment.
    - 12.3.2.5. Wellness Management.
    - 12.3.2.6. Community Resources.

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# 13. Quality Improvement

- 13.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.
- 13.2. The Contractor shall participate in quality assurance reviews as follows:
  - 13.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.2.2.1. Data.
    - 13.2.2.2. Financial records.
    - 13.2.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.5. Scheduled phone access to Contractor principals and staff.
- 13.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 13.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 13.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 13.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.3.4. Review of personnel files for completeness.
  - 13.3.5. Review of complaint process.
- 13.4. The Contractor shall 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.

Contractor Initials: FR



## 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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93.778).
- 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 based upon cash reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-4 - Amendment #3.
  - 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 set forth in Section 5.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5 as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- 7. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. 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.
  - 7.2. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each Department-approved invoice for Contractor services provided pursuant to this Agreement.
  - 7.3. The invoice must be submitted to:

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

The Alternative Life Center

Exhibit B - Amendment #3

Contractor Initials FK

# New Hampshire Department of Health and Human Services Peer Support Services



### Exhibit B - Amendment #3

- 8. The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 10. 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.
- 11. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 12. 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.
- 13. Funding may not be used to replace funding for a program already funded from another source.
- 14. 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.
- 15. 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.
- 16. 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.

Contractor Initials FR

### SFY 2020 Budget New Hampshire Department of Health and Human Services

Contractor Name: Alternative Life Center

Budget Request for: Peer Support Services - Region 1

Budget Period:	SFY20 (7/1/19 through 6/30/20)	
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	PERSONNEL COSTS	
	Salary & Wages	280,852
	Employee Benefit	41,617
	Payroll taxes	21,485
	Subtotal	342,954
	PROFESSIONAL FEES	
	Accounting	7,725
	Audit Fees	20
626	Legal Fees	30
627	Other Professional Fees and Consultants	7,755
L	Subtotal TRAINING	
	STAFF DEVELOPMENT AND TRAINING	
	Publications and Journals	3,000
632	In-Service Training	3,000
633	Conferences and Conventions	
634	Other Staff Development	3,900
	Subtotal	3,000
	OCCUPANCY COSTS	48,941
	Rent	40,541
	Mortgage Payments	<del>                                     </del>
	Heating Costs	4.600
	Other Utilities	938
	Maintenance and Repairs	330
	Taxes Other Occupancy Costs	<del></del>
047	Subtotal	54,479
	CONSUMABLE SUPPLIES	
	Office	1,310
	Building/Household	800
652	Rehabilitation/Training	
	Food	0
	Other Consumable Supplies	<u> </u>
- 007	Subtotal	2,110
<del>-</del>	Other Expenses	
660	CAPITAL EXPENDITURES	
	DEPRECIATION	·
	EQUIPMENT RENTAL	2,400
	EQUIPMENT MAINTENANCE	
	ADVERTISING	0
	PRINTING	
720	TELEPHONE/COMMUNICATIONS	3,000
	POSTAGE/SHIPPING	650
	Subtotal	6,050
740	TRANSPORTATION	
741	Board Members	
742	Staff	8,000
743	Members and Participants	4,000
	Subtotal	12,000
750	Assistance to Individuals	
	Client Services	
752	Clothing	
	Subtotal	0
	INSURANCE	44 B Y B Y B Y B B B B B B B B B B B B B
	Malpractice & Bonding	0
762	Vehicles	- 0
	Comprehensive Property & Liability	0
	OTHER EXPENDITURES	+
801	INTEREST EXPENSE	+
	Subtotal	0
		2100 010
	OTAL PROGRAM EXPENSES	\$428,348
	Exhibit B-4 Amendment #3	

### Exhibit K



### **DHHS Information Security Requirements**

### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45. Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

Contractor Initials FK

### Exhibit K



### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc.. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - 1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials <u>FX</u>

Date <u>5-93-19</u>

Exhibit K **DHHS Information** Security Requirements Page 2 of 9

### Exhibit K



### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

### II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

Contractor Initials FR

V5. Last update 10/09/18

Exhibit K
DHHS Information
Security Requirements
Page 3 of 9

Date 5-23-19

### Exhibit K



### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

Contractor Initials FK

Date 5-23-19

### Exhibit K



### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

 The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Contractor Initials FR

### Exhibit K



### **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

Contractor Initials \_\_\_\_\_

### Exhibit K



### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - safequard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials FR

Date 5.93.19

V5. Last update 10/09/18

### Exhibit K



### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases. such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

### **LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures. Contractor's procedures must also address how the Contractor will:

- 1. Identify incidents;
- 2. Determine if personally identifiable information is involved in incidents;
- Report suspected or confirmed incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to incidents; and

Contractor Initials FRDate 5-93-19

### Exhibit K



### **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

### **PERSONS TO CONTACT** VI.

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials FRDate 9-93-19

Exhibit K **DHHS Information** Security Requirements Page 9 of 9

# State of New Hampshire Department of State

### **CERTIFICATE**

1, 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 registered to transact business in New Hampshire on January 15, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 307757

Certificate Number: 0004519732



### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Scal of the State of New Hampshire, this 23rd day of May A.D. 2019.

William M. Gardner Secretary of State

### **CERTIFICATE OF VOTE**

OLIVIII IOM	— V. 10.—
I, FLAINE SoUTH  (Name of the elected Officer of the Agency; cannot	, do hereby certify that:
1. I am a duly elected Officer of Although (Agency)	re Life Center Region
2. The following is a true copy of the resolution duly adopted	ed at a meeting of the Board of Directors of
the Agency duly held on $\frac{MAY20}{(Date)}2019$	
RESOLVED: That the FAY REILL (Title of Contract)	y Signalory)
is hereby authorized on behalf of this Agency to enter into execute any and all documents, agreements and other ins or modifications thereto, as he/she may deem necessary,	truments, and any amendments, revisions,
3. The forgoing resolutions have not been amended or rev	oked, and remain in full force and effect as of
the <u>23</u> day of <u>MAY</u> , 20 <u>19</u> (Date Amendment Signed)	t.
4. FAY RRILLY is the duly elect (Name of Contract Signatory)	ed <u>President</u> (Title of Contract Signatory)
of the Agency.  Doine South	(Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE	
County of Carlo	
The forgoing instrument was acknowledged before me this	s $3^{\frac{1}{2}}$ day of $404$ , $2019$ ,
By <u>FIAINESoutH</u> . (Name of Elected Officer of the Agency)	Kus A
-	(Notary Public/Justice of the Peace)
(MOTARY SEAL)	KATELYN B RHOADES Notary Public - New Hampshire My Commission Expires Sep 5, 2023
Commission Expires: Sept. 5, 2073	My Commission Expires Sep 3, 1



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (NIMIDOYYYYY) 05/23/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy	y(les) must have ADDITIONAL INSURED provisions or be endorsed.
if SUBROGATION IS WAIVED, subject to the terms and conditions of the po-	ilcy, 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).
RODUCER	CONTACT Fairley Kenneally

th	is certificate does not confer rights to		ertific	ate holder in lieu of such	endon	sement(s).				
	UCER			· · ·	CONTAC NAME:	Fairley Ke	nneally	<u> </u>		
E&	S Insurance Services LLC				PHONE (A/C, No	Feth: (603) 29	3-2791	FAX (A/C, No):	(603) 2	93-7188
21 N	leadowbrook Lane				E-MAIL ADDRES	forday (Alter	sinsurance net			
ΡO	Box 7425						SURER(S) AFFOR	DING COVERAGE		NAIC #
Gilfo	and			NH 03247-7425	INSURE	Dhiladela	hia Insurance	· · · · · · · · · · · · · · · · · · ·		
MSU					INSURE	Fi-tCom	p			27626
	Alternative Life Center				INSURE			· · · · · · · · · · · · · · · · · · ·		
	P O Box 241				INSURE					
					INSURE				ľ	•
	Conway			NH 03818	INSURE				Ī	
COV	<del></del>	TIFIC	ATE I	NUMBER: 2019	1	·		REVISION NUMBER:		
TI	IS IS TO CERTIFY THAT THE POLICIES OF	INSUR	ANCE	LISTED BELOW HAVE BEEN	ISSUED	TO THE INSUF	RED NAMED A	OVE FOR THE POLICY PER!	OD US	
IN	DICATED. NOTWITHSTANDING ANY REQUIENTIFICATE MAY BE ISSUED OR MAY PERT.	REME AIN TI	nt, te #= ins	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA E POLICI	ES DESCRIBEI	DHEREIN IS SI	UBJECT TO ALL THE TERMS,	110	
E	CLUSIONS AND CONDITIONS OF SUCH PO	LICIE	S. LIM	ITS SHOWN MAY HAVE BEEN	REDUC	ED BY PAID CL	LAIMS.			
NSR LTR	TYPE OF INSURANCE	ADDC	SCHER WVD	POLICY NUMBER		POLICY EFF (MINADO/YYYY)	POLICY EXP (MMADD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,000	0,000
	CLAIMS-MADE X OCCUR	,						DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,0	000
								MED EXP (Any one person)	\$ 5,000	)
Α				PHPK1877646		10/25/2018	10/25/2019		•	0,000
	GEN'L AGGREGATE LIMIT APPLIES PER:								\$ 2,000	
	POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
	OTHER:	1							\$ 50,0	00
-	AUTOMOBRE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANYAUTO							BOOILY INJURY (Per person)	\$ 1,00	0,000
Α	OWNED SCHEDULED AUTOS ONLY AUTOS		İ	PHPK1877649		10/25/2018	10/25/2019		\$	
	HIRED NON-OWNED AUTOS ONLY		1					PROPERTY DAMAGE (Per accident)	\$	
	H ADIOGONE!							Uninsured motorist BI	\$ 1,00	0,000
	UMBRELLA LIAB OCCUR				-			EACH OCCURRENCE	\$	
EXCESS LIAB CLAIMS MADE AGGREGATE \$										
	DED RETENTION \$	1							\$	
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	Ţ						PER OTH-		
В	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WC0116056-09		10/20/2018	10/20/2019		s 100,	
"	(Mandatory in NH)	"'	ļ	77.00.10000 00					<b>\$</b> 100,	
	if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s <sup>500</sup> ,	000
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l			<u> </u>	ĺ		ļ				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, 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 Employee Dishonesty Coverage \$37,500										
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CE	RTIFICATE HOLDER				CANC	ELLATION	<del></del>	<del></del>		
	NH DHHS DBH 129 Pleasant Street				ACC	EXPIRATION I	DATE THEREO TH THE POLIC	ESCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		) BEFÖRE
					1.00100	THE PARTY PARTY				
ŀ	Concord			NH 03301			San	approa		

# Mission Statement of Region 1 Peer Support Centers (The Alternative Life Center)

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.

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

### FINANCIAL STATEMENTS

### JUNE 30, 2017

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Independent Auditors' Report	1-2
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Schedule of Functional Revenue, Support and Expenses	10
Schedule of Bureau of Mental Health Services (BMHS) Refundable Advance	11



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, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

### Management's Responsibility for the Financial Statements

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

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

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

### Opinion

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

### Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of functional revenue, support and expenses and the schedule of Bureau of Mental Health Services (BMHS) Refundable Advance on pages 10 and 11 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

### Report on Summarized Comparative Information

We have previously audited the The Alternative Life Center's 2016 financial statements, and our report dated January 25, 2017, 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, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone, McDonnell & Roberts Professional Ossociation

September 27, 2017 North Conway, New Hampshire

# STATEMENT OF FINANCIAL POSITION JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR JUNE 30, 2016

### **ASSETS**

	Unre	estricted		mporarily eatricted	2017 <u>Total</u>		2016 Total
CURRENT ASSETS Cash and cash equivalents - unrestricted	\$	6,880 1,200	\$	187,198 840	\$ 194,078 2,040	\$	154,496 8,699
Accounts receivable Prepaid expenses		8,214			 8,214		6,919
Total current assets		16,294		188,038	 204,332		170,114
PROPERTY		60 707			90,787		90,787
Vehicles		90,787 31,811		<u>-</u>	31,811		32,411
Equipment Leasehold improvements		4,500			 4,500		4,500
Total		127,098		-	127,098		127,698
Less: accumulated depreciation		<u>(76,865)</u>			 (76,865)	·	(60,719)
Property, net		50,233		<del></del>	 50,233	-	66,979
Total assets	\$	66,527	\$	188,038	\$ 254,565	\$	237,093
<u>L.I.A.</u>	ABILITIES A	ID NET AS	SETS	i			
CURRENT LIABILITIES							
Accounts payable	\$	3,485	\$	-	\$ 3,485	\$	3,426
Accrued payroll and related taxes		9,622		-	9,622		10,352
Refundable advances - restricted		-		180,051	180,051		156,219
Refundable advances - Crisis Respite		<u> </u>	_	7,987	 7,987		-
Total current liabilities	<u> </u>	13,107		188,038	 201,145		169,997
NET ASSETS							
Unrestricted		53,420			 53,420		67,096
Total net assets		63,420		<del>_</del> _	 53,420	<del></del>	67,096
Total liabilities and net assets	<u>\$</u>	66,527	\$	188,038	\$ 254,565	\$	237,093

# STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR JUNE 30, 2016

	Unrestricted	Temporarily Restricted	2017 <u>Total</u>	2016 <u>Total</u>
SUPPORT AND REVENUE  Bureau of Mental Health Services support and revenue:  Grants Interest	\$ 436,158 153_	\$ -	\$ 436,158 153	\$ 474,802 143
Total Bureau of Mental Health Services support and revenue	436,311		436,311	474,945
Other support and revenue: Peer support revenue fundralsing Interest Other	7,600 3,312	-	7,600 3,312	7,600 1,680 6 100
Other support and revenue	10,912		10,912	9,386
Total support and revenue	447,223		447,223	484,331
EXPENSES Program services Management and general	385,662 75,237	- "	385,662 75,237	390,074 65,209
Total expenses	460,899		460,899	455,283
CHANGE IN NET ASSETS	(13,676)	-	(13,676)	29,048
NET ASSETS AT BEGINNING OF YEAR	67,096		67,096	38,048
NET ASSETS AT END OF YEAR	\$ 53,420	\$ -	\$ 53,420	\$ 67,096

### STATEMENT OF CASH FLOWS FOR THE YEAR ENDED JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR JUNE 30, 2016

	<u>Un</u>	restricted		porarily tricted	2017 <u>Total</u>	2016 <u>Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES Change in net assets Adjustments to reconcile change in net assets to	\$	(13,676)	\$	-	\$ (13,676)	\$ 29,048
net cash provided by operating activities:  Depreciation		16,746		•	16,746	13,046
Decrease (increase) in assets: Accounts receivable Prepaid expenses		100 (1,295)		6,559	6,659 (1,295)	(8,379) 1,268
(Decrease) increase in liabilities: Accounts payable Accrued payroll and related taxes Refundable advances - restricted		59 (730)	<u></u>	23,832	59 (730) 23,832	(1,291) (1,673) (20,257)
Refundable advances - Crisis Respite	<u></u> -	<del></del>		7,987	7,987	
NET CASH PROVIDED BY OPERATING ACTIVITIES		1,204		38,378	39,582	11,862
CASH FLOWS FROM INVESTING ACTIVITIES Purchase of property				<u>-</u>		(34,447)
NET CASH USED IN INVESTING ACTIVITIES	<del></del>					(34,447)
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS		1,204		38,378	39,582	(22,585)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	_ <del></del>	5,676		148,820	154,496	177,081
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$</u>	6,880	\$	187,198	\$ 194,078	\$154,498

### NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2017

### NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Alternative Life Center (the Center) is a New Hampshire nonprofit corporation providing four 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, 2017, 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, 2016, 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, 2017, 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 2013 through 2016. 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 September 27, 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, 2017, represents amounts received from the New Hampshire Department of Health and Human Services, Bureau of Mental Health Services 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, 2017. 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 Mental Health Services.

### NOTE 4 LEASE AGREEMENTS

The Center leases its facilities under the terms of operating leases that expired June 30, 2017. New one year leases were signed for the year ended June 30, 2017. Lease payments totaled \$49,608 for the year ended June 30, 2017. Future minimum lease payments for the year ended June 30, 2018 are \$49,668.

### NOTE 5 CONCENTRATION OF RISK

For the year ended June 30, 2017, approximately 98% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services, Bureau of Mental Health Services. 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, 2017.

### 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, 2017 totaled \$2,058.

DIE ALTERNATIVE LEE, CENTER

# SCHEDULE OF FUNCTIONAL REVENUE, 31/8 PORT AND EXPENSES FOR THE YEAR BYSED JUNE 38, 2017.

												Total		6		
	£	Paer Support Canwar	ı.	Peer Support	Peer Support	pport Eggt	Pear Support	Parent Parent	Maria En al			Funda Funda	오 <u>타</u>	Promette	X E)	2017 Forest
EVENUE AND SUPPORT				1				į					•		•	
Grants Pre-support revenue		989		100,70				+20,161	. 24,337	ę	i R	3		7,800	n	26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00 26.00
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Total revenue and support	~	106,849		67,083	<b>5</b>	Pt 737		131,024	1 24,337	2	1887.02	436.311	-I	10,912		41,223
PENSES																
Program Services		35.156		24.676		259 27	•	45 178	18 861	,	1 6 653	9	4	7 300		97.160
Physical Leads		H.	,	2 1867	•	95		3	1,569	•	246	12,381	, -	2		12,541
Employee benefits		986		1117		3.637		7.526	3		203	4,4	-	<b>9</b> 2		18.801
Park		14 pt		88 66		10.740	-	88	•	,	٠,	3	~ .	•		Ž
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Historia		400 B				,						F.	•	•		7
Telephone and internet.		2,7		3		2,188		2,338	1,440			10.48	•	•		10,409
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Other	1	8		1		1		<b>98</b> 1	`		22	82	<b>~</b> 1	•		<b>19</b>
Fotal program services expenses:		121,783	<b>~</b>	54.198	-	11.843		81,952	27.284	3 20261		377.819	<b>4</b>	7,843		345,662
Management and general.																
Salanas and wages	•	8,642	"		•		₩.	31,224	,	•	,	98.85	<u>ب</u>		•	39,806
Payrol Lines		2						5.238				20,	~	•		20.
Englishee benefits		Š						27.782				3,02	-			E .
Rand		90											_	•		9
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Office supplies and advertising		2.011		•				·			·!	2.011		,		2.01
				i i				l								
Total management and general		35,983		1	<b>S</b>	'	44	39,254	_	<b>~</b>	·]	75,237	ام		<b>S</b>	75.237
Total expenses	<b>~</b>	157,786		96, 79		77,343	121,20	308	\$ 22.264	\$ 20,281	\$ 181	453,056	**	7.840		480,889
		<b> </b>						Ì			ı l					

See Independent Auditorn' Report 10

# SCHEDULE OF BUREAU OF MENTAL HEALTH SERVICES (BMHS) REFUNDABLE ADVANCE FOR THE YEAR ENDED JUNE 30, 2017

Total FY 2016 BMHS funds received Recognition of funds released by BMHS	\$ 464,977 12,980
Total funds received	477,957
BMHS expenses (taken from audit report) Receipt of funds from sale of van purchased with BMHS funds Interest on BMHS funds held Depreciation expense	(453,058) 3,000 153 16,745
BMHS surplus	44,799
Refundable advance balance at June 30, 2016	156,219
Refundable advances used	(12,980)
Refundable advance balance at June 30, 2017	188,038
Less: refundable advance - Crisis Respite	(7,987)
Refundable advance - restricted balance at June 30, 2017	\$ 180,051

### **BOARD MEMBERS 2018-2019**

Maddie Costello (2021)

PO Box 1900, Convey NIL 02010

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H:447-5387 cell: 662-5387 mcpond1@hotmail.com

Gardiner Perry (2019)

PO Don 1016

Convey 2111 05010

662-9552

gardperry029@gmail.com

Robert Randall (2020)

PO Don 712

No conway NH 03060

978 818-0473 cell

Elaine South (2019)

PO Box 96, West Ossigos NH 02890

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H: 539-6031 cell:387-5831 elainesouth@roadrunner.com

(Secretary)

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Judith English (2020)

John William Land Street House

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Fay Reilly (2021)

DO Dor 671; Genway NH 03816

Cir Conway NYI 00013

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(President)

Bonnie Hayes (2020)

160 Echo Acres

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( Vice president)

Leo Sullivan (2021)

FirebleaLoop Bartlett)

Intervale Tir 030 15

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356-2755

FYI: Laura Mekinova

Alternative Life Center

PO Box 241, Conway NH 03818

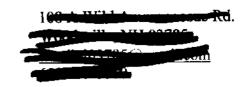
cell: 603 259-6610

ALC 447-1765 Laura: 444-5344 (LPS)

alecenters@gmail.com website:alecenters.org

(4/15/2019)

# Laura Mekinova



### **OBJECTIVE**

To challenge myself and grow in my position and life.

### **EDUCATION**

2018	Recovery Coach Intentional Peer Support Trainer Refresher
2016	Intentional Peer Support Trainer Refresher
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**

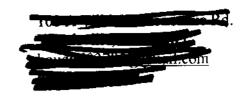
Responding for effectively training the Peer Support Agencies in intentional Peer Support, also maintaining their Co Reflections, Warm line trainings, Conflict Resolutions, and Crisis Respite training.

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.

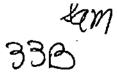
### REFERENCES

Available upon request.

### CONTRACTOR NAME

### Key Personnel

Name	Job Title	Salary	% Paid from	Amount Paid from
			this Contract	this Contract
CAURA MEKINOVA	Exerctive Director	45,656,00	10090	45,656.00
				<u> </u>





Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

May 16, 2018

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

### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- 2) Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	<b>\$</b> 764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	\$528,228	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
	Totals	\$5,520,158	\$2,760,679	\$8,280,837

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His Excellency, Christopher T. Sununu and His Honorable Council Page 2 of 3

Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

### Please see attached financial detail.

### **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business. These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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

occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served: Statewide.

Source of funds: 44.55% 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) SM010035-18

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

Respectfully submitted,

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Approved by

Jeffrey A. Meyers Commissioner

Director

OF BEHAVIORAL HEALTH, N		100% Federal Fu	inds		
<del> </del>		Activity Code: 922			
The Alternative Life Center		Activity Code: 322	07 143	<del></del>	<del></del>
Vendor # 068801	···	<del> </del>		+	
Veridor # CBGSUT	<del></del>	<del> </del>		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$290,154	\$0	\$290,15
2,018	Contracts for Prog Svs	_102-500731	\$290,154	\$0	\$290,15
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$
Subtotal		1	\$580,308	S0	\$580,30
The Stepping Stone Drop-In	Contac Apposistion	<del>,</del>			
Vendor # 157967	CALITAL M220CIB(IOI)	1			
VEHILO (#_10750)	-	<del>-   · · ·  </del>		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$209,790	50	\$209,79
2,018	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,79
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$419,580	\$0	\$419,56
Lakes Region Consumer Ad	visory Board	T		<del></del> -	
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$188,183	\$01	\$188,183
2,018	Contracts for Prog Sys	102-500731	\$186,183	\$0	\$188,18
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal		1	\$376,366	\$0	\$376,36
Monadnock Area Peer Supp	ort Agoneu	1		i	
Vendor # 157973	or Agency	<del>                                     </del>		<del></del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,449
2,018	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,449
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$1
Subtotal			\$292,898	\$0	\$292,89
H.E.A.R.T.S. Peer Support Co	enter of Greater Nachus Co	gion VI		<del>.</del>	
Vendor # 209287	anter of Greater Masilua Re	gion vi			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,860
2,018	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,860
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
			\$423,720	\$0	

On the Road to Recovery, In	ic.				
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,018	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	50
Subtotal			\$491,124	\$0	\$491,124
C	31	1		<del></del>	
Connections Peer Support C Vendor # 157070	senter .	<del> </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2,018	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2.019	Contracts for Prog Sys	102-500731	\$0	\$0	30
Subtotal			\$271,502	\$0	\$271,502
			· · · · · ·		
Tri-City Consumers' Action	Co-operative				
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,018	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$204,724	\$0	\$204,724
SUB TOTAL			\$3,060,222	<b>\$</b> 0	\$3,060,222
05-95-92-920010-7011 HEA	LTH AND SOCIAL SERVICES OF BEHAVIOR		SUPPORT SERVICES		HEALTH DIV OF, DIV
		Activity Code: 92:	207011		
The Alternative Life Center					
Vendor # 068801	-				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,018	Contracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$466,244	\$0	\$456,244
		,			
The Stepping Stone Drop-In	Center Association				
D (aaaaa # 4570@7		1			0.7
Vendor # 157967		+			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
State Fiscal Year 2,017	Contracts for Prog Svs	102-500731	\$158,555	(Decrease) \$0	Amount \$168,555
State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$168,555 \$168,555	(Decrease) \$0 \$0	Amount \$168,555
State Fiscal Year 2,017	Contracts for Prog Svs	102-500731	\$158,555	(Decrease) \$0	Amount

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Lakes Region Consumer Ad	visory Board	·			
Vendor # 157050					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$151,196	\$0	\$151,19
2,018	Contracts for Prog Svs	102-500731	\$151,196	\$0	\$151,19
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$302,392	\$0	\$302,39
			···		
Monadnock Area Peer Suppo	ort Agency				
Vendor # 157973	·		<b>-</b>		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$ 117,665	\$ -	\$ 117,665
2,018	Contracts for Prog Svs	102-500731	\$ 117,665	\$	\$ 117,665
2,019	Contracts for Prog Svs	102-500731	\$ .	\$ -	\$
Subtotal			\$ 235,330	\$ -	\$ 235,330
UE + D T O D O		·			
H.E.A.R.T.S. Peer Support Co	enter of Greater Nashua Re	glen VI			
Vendor # 209287	<del></del>			A	8. 1. 18.
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
_2,017	Contracts for Prog Svs	102-500731	\$170,218	\$0	\$170,21
2,018	Contracts for Prog Sys	102-500731	\$170,218	\$0	\$170,218
2,019	Contracts for Prog Svs	102-500731	\$0		
Subtotat			\$340,436	\$0	\$340,436
	·				
On the Road to Recovery, Inc	с			<u>.                                    </u>	
Vendor# 158839		ļ <u> </u>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,296
2,018	Contracts for Prog Svs	102-500731	\$197,296	<u>\$</u> 0	\$197,296
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal		<u> </u>	\$394,592	\$0	\$394,592
	<del></del>	<del>, , ,</del> , , , , , , , , , , , , , , , ,			
Connections Peer Support C	enter	ļ <del></del>			
Vendor # 157070				Amount Imperor	Design of Design
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,071
2,018	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,071
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal		I	\$218,142		
				\$0	\$218,142
Tri-City Consumers' Action C				\$01	\$218,142
Monday # 157707	Co-operative			\$0	\$218,142
Vendor # 157797	Co-operative				
Vendor # 157797 State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
Vendor # 157797 State Fiscal Year 2,017	Class Title Contracts for Prog Sys	102-500731	Gurrent Budget \$82,245	Amount Increase/ (Decrease)	Revised Budget Amount \$82,245
Vendor # 157797  State Fiscal Year  2,017  2,018	Class Title Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	Current Budget \$82,245 \$82,245	Amount Increase/ (Decrease) \$0	Revised Budget Amount \$82,245 \$82,245
Vendor # 157797  State Fiscal Year  2,017  2,018  2,019	Class Title Contracts for Prog Sys	102-500731	Current Budget \$82,245 \$82,245 \$0	Amount Increase/ (Decrease) \$0 \$0	Revised Budget
Vendor # 157797  State Fiscal Year  2,017  2,018	Class Title Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	Current Budget \$82,245 \$82,245	Amount Increase/ (Decrease) \$0	Revised Budget Amount \$82,245 \$82,245
Vendor # 157797  State Fiscal Year  2,017  2,018  2,019	Class Title Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731	Gurrent Budget \$82,245 \$82,245 \$0 \$164,490	Amount increase/ (Decrease) \$0 \$0 \$0	Revised Budget Amount \$82,245 \$82,245 \$164,490
Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys	102-509731 102-509731 102-500731	Gurrent Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736	Amount Increase/ (Decrease) \$0 \$0 \$0 \$0 \$0	Revised Budget Amount \$82,245 \$82,245 \$164,490
Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title Contracts for Prog Sys Contracts for Prog Sys	102-500731 102-500731 102-500731	Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736	Amount Increase/ (Decrease) \$0 \$0 \$0 \$0 \$0  \$0  \$0  \$0  \$0	Revised Budget Amount \$82,245 \$82,245 \$164,490
Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys  EALTH AND SOCIAL SERVI	102-500731 102-500731 102-500731	Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736  HUMAN SVCS DEPT S, PEER SUPPORT SE	Amount Increase/ (Decrease) \$0 \$0 \$0 \$0 \$0  \$0  \$0  \$0  \$0	Revised Budget Amount \$82,24 \$82,24 \$164,49 \$2,458,73
Vendor # 157797 State Fiscal Year 2,017 2,018 2,019 Subtotal	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys  EALTH AND SOCIAL SERVI	102-500731 102-500731 102-500731 102-500731 CES, HEALTH AND	Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736  HUMAN SVCS DEPT S, PEER SUPPORT SE	Amount Increase/ (Decrease) \$0 \$0 \$0 \$0 \$0  \$0  \$0  \$0  \$0	Revised Budget Amount \$82,24 \$82,24 \$164,49 \$2,458,73
Vendor # 157797  State Fiscal Year  2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys  EALTH AND SOCIAL SERVI	102-500731 102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F	Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736  HUMAN SVCS DEPT S, PEER SUPPORT SE	Amount Increase/ (Decrease) \$0 \$0 \$0 \$0 \$0  \$0  \$0  \$0  \$0	Revised Budget Amount \$82,24 \$82,24 \$164,49 \$2,458,73
Vendor # 157797  State Fiscal Year  2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys  EALTH AND SOCIAL SERVI	102-500731 102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F	Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736  HUMAN SVCS DEPT S, PEER SUPPORT SE	Amount Increase/ (Decrease) \$0 \$0 \$0 \$0 \$0  \$0  \$0  \$0  \$0	Revised Budget Amount \$82,24 \$82,24 \$164,49 \$2,458,73
Vendor # 157797  State Fiscal Year  2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H	Class Title  Contracts for Prog Sys  Contracts for Prog Sys  Contracts for Prog Sys  EALTH AND SOCIAL SERVI	102-500731 102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F	Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736  HUMAN SVCS DEPT S, PEER SUPPORT SE	Amount Increase/ (Decrease)  \$0  \$0  \$0  \$0  \$0  \$0  COF, HHS: BEHAVIOR RVICES	Revised Budget
Vendor # 157797  State Fiscal Year  2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H  The Alternative Life Center   Vendor # 068801	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICES 100% General F Activity Code: 922	Current Budget \$82,245 \$82,245 \$0 \$164,490 \$2,458,736  HUMAN SVCS DEPT 5, PEER SUPPORT SE	Amount increase/ (Decrease)  \$0  \$0  \$0  \$0  \$0  \$0  COF, HHS: BEHAVIOR ERVICES  Amount increase/ (Decrease)	Revised Budget Amount \$82,24: \$82,24: \$164,49: \$2,458,73: AL HEALTH DIV,  Revised Budget Amount
Vendor # 157797  State Fiscal Year  2,017 2,018 2,019 Subtotal  SUB TOTAL  05-95-92-922010-4118 H  The Alternative Life Center Vendor # 068801  State Fiscal Year	Class Title Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs EALTH AND SOCIAL SERVI BUREAU OF MENTAL I	102-500731 102-500731 102-500731 102-500731 CES, HEALTH AND HEALTH SERVICE: 100% General F Activity Code: 922	\$82,245 \$82,245 \$82,245 \$0 \$164,490 \$2,458,736 D HUMAN SVCS DEPT S, PEER SUPPORT SE unds	Amount Increase/ (Decrease)  \$0  \$0  \$0  \$0  \$0  \$0  COF, HHS: BEHAVIOR RVICES	Revised Budget

Subtotal			\$0	\$233,122	\$233,122
The Steering Steer Servi	Contos Asi-ti	1			
The Stepping Stone Drop-In Vendor # 157967	Tenter Association	<del> </del>			
Vendor#15/96/		+		Amount increase/	Davissad Dud-14
State Fiscal Year	Class Title	Class Account	Current Budget		Revised Budget
	+	100 50000		(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	SO
2,019	Contracts for Prog Svs	102-500731	\$0	\$168,555	\$168,555
Subtotal	1		\$0	<u>\$168,555</u>	\$168,555
Lakes Region Consumer A	dvisory Board				
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	50
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	SC
2,019	Contracts for Prog Svs	102-500731	\$0	\$151,196	\$151,196
Subtotal		1	\$0	\$151,196	\$151,196
	•		**,		
Monadnock Area Peer Supp	nort Agency	<del></del>			
Vendor # 157973	John Agency	+			
**************************************	<del> </del>	+		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2,018 .	Contracts for Prog Svs	102-500731	<b>S</b> -	\$ -	5 -
2,019	Contracts for Prog Svs	102-500731	\$ -	\$ 117,665	\$ 117,665
Subtotal			\$ -	\$ 117,665	
		<del></del>			· · · · · · · · · · · · · · · · · · ·
HEARTS Peer Support (	Center of Greater Nashua Re	olon VI			
Vendor # 209287	1	1			
VERICO: # 209201	<b>†</b>	+	<del></del>	Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Bres Pus	102-500731			
2,017	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 - co	\$0 \$0	\$0 \$0
2,019	Contracts for Prog Svs		\$0		
	Contracts for Prog Svs	102-500731	\$0	\$170,218	\$170,218
Subtotal	J	<u>i</u>	\$0	\$170,218	\$170,218
		<del>,</del>			
On the Road to Recovery, Is	nc.	ļ			
Vendor# 158839	+	ļ			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
	0.000	-1400 -1400			
	<del>-</del>	<b></b>	- ontent obaget	(Decrease)	Amount
2,017	Contracts for Prog Svs	102-500731	\$0	(Decrease) \$0	
2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	_	· · · · · · · · · · · · · · · · · · ·	\$0
		<del>-</del>	\$0	\$0	\$0 \$0
2,018	Contracts for Prog Svs	102-500731	\$0 \$0	\$0 \$0	\$0 \$0 \$197,296
2,018 2,019	Contracts for Prog Svs	102-500731	\$0 \$0	\$0 \$0 \$197,296	\$0 \$0 \$197,296
2,018 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0	\$0 \$0 \$197,296	\$0 \$0 \$197,296
2,018 2,019 Subtotal  Connections Peer Support	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0	\$0 \$0 \$197,296	\$0 \$0 \$197,296
2,018 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0	\$0 \$0 \$197,296 \$197,296	\$0 \$0 \$197,296 \$197,296
2,018 2,019 Subtotal  Connections Peer Support	Contracts for Prog Svs Contracts for Prog Svs	102-500731	\$0 \$0	\$0 \$0 \$197,296 \$197,296 Amount Increase/	\$0 \$0 \$197,296 \$197,296 Revised Budget
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year	Contracts for Prog Svs Contracts for Prog Svs Center Class Title	102-500731 102-500731 Class Account	\$0 \$0 \$0 \$0 \$0 Current Budget	\$0 \$0 \$197,296 \$197,296 Amount Increase/ (Decrease)	\$0 \$0 \$197,296 \$197,296 Revised Budget Amount
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017	Contracts for Prog Svs Contracts for Prog Svs Center Class Title Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget	\$0 \$0 \$197,296 \$197,296 Amount Increase/ (Decrease)	\$0 \$0 \$197,296 \$197,296 Revised Budget Amount
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget	\$0 \$0 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0	\$0 \$0 \$197,296 \$197,298 Revised Budget Amount \$0 \$0
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019	Contracts for Prog Svs Contracts for Prog Svs Center Class Title Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0 \$109,071	\$0 \$197,296 \$197,296 \$197,298 Revised Budget Amount \$0 \$0 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget	\$0 \$0 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0	\$0 \$0 \$197,296 \$197,296 Revised Budget Amount \$0 \$0
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0 \$109,071	\$0 \$197,296 \$197,296 \$197,298 Revised Budget Amount \$0 \$0 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0 \$109,071	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$0 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal	Contracts for Prog Svs Contracts for Prog Svs  Center  Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$0 \$109,071	\$0 \$197,296 \$197,296 \$197,298 Revised Budget Amount \$0 \$0 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$0 \$109,071 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0 \$0 Current Budget	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071	\$0 \$197,296 \$197,296 \$197,298 Revised Budget Amount \$0 \$0 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$109,071 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0 \$0 Current Budget	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$109,071 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731 Class Account 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$109,071 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731 102-500731 102-500731 102-500731 102-500731	SO SO SO Current Budget SO SO SO SO SO Current Budget	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071 Amount Increase/ (Decrease)	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$109,071 \$109,071
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017 2,018 2,019	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731 102-500731 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071 Amount Increase/ (Decrease) \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$109,071 \$109,071 Revised Budget Amount \$0 \$0 \$2,245
2,018 2,019 Subtotal  Connections Peer Support Vendor # 157070 State Fiscal Year 2,017 2,018 2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017 2,018 2,019	Contracts for Prog Svs Contracts for Prog Svs Center  Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731 102-500731 102-500731 102-500731 102-500731	\$0 \$0 \$0 \$0 \$0 \$0 Current Budget \$0 \$0 \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Amount Increase/ (Decrease) \$0 \$109,071 \$109,071 Amount Increase/ (Decrease) \$0 \$0	\$0 \$197,296 \$197,296 \$197,296 Revised Budget Amount \$0 \$109,071 \$109,071 Revised Budget Amount \$0 \$0 \$2,245

05-95-92-922010-4120 HEAL	TH AND SOCIAL SERVICES	S, HEALTH AND HU	MAN SVC\$ DEPT OF,	HHS: BEHAVIORAL H	HEALTH DIV;
BUREAU OF MENTAL HEALT	TH SERVICES, MENTAL HE	ALTH BLOCK GRAN 100% Federal F		•.	· · · · · · · · · · · · · · · · · · ·
		Activity Code: 922			
The Alternative Life Center					
Vendor#068801		"-			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018 2,019	Contracts for Prog Svs	102-500731		\$0,	
Subtotal Subtotal	Contracts for Prog Svs	102-500731	\$0 \$0	\$290,154 \$290,154	\$290,15 <b>\$290,</b> 15
The Stepping Stone Drop-In	Center Association	<u></u>			
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	\$
2,019	Centracts for Prog Svs	102-500731	\$0	\$209,790	\$209,79
Subtotal		<u>.                                    </u>	\$0	\$209,790	\$209,79
Lakes Region Consumer Ad Vendor # 157060	visory Board	<del></del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0.	\$0	
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731	\$0	\$188,183	\$188,18
Subtotal	<u></u>		\$0]	\$188,183	\$188,18
Monadnock Area Peer Supp	ort Agency	7	<del></del>		<del></del>
Vendor # 157973	- I radiation	-			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2.017	Contracts for Prog Sys	102-500731	\$0	\$0	S
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	
2,019	Contracts for Prog Svs	102-500731	\$0	\$145,449	\$146,44
Subtotal			\$0	\$146,449	\$146,44
I.E.A.R.T.S. Peer Support Co	enter of Greater Nashua Re	gion VI			
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018	Contracts for Prog Svs	102-500731	<b>\$</b> D	\$0	
2,019 Subsetul	Contracts for Prog Svs	102-500731	SD SD	\$211,860	\$211,86
Subtotal			<u> </u>	\$211,860	\$211,86
On the Road to Recovery, Inc	3				
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	<b>\$</b> 0	\$
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Sys	102-500731	\$0	\$245,562	\$245,56
Subtotal	<del></del>		\$0	\$245,562	\$245,56
onnections Peer Support C	enter				<del></del> -
/endor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,018 2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
	Controlle for Desc Due	1 400 000004			*
Subtotal	Contracts for Prog Svs	102-500731	\$0 \$0	\$135,751 \$135,751	\$135,75° \$135,75°

Tri-City Consumers' Action	1 Co-operative				
Vendor # 157797			_		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Sys	102-500731	\$0	\$102,362	\$102,362
Subtotal			\$0	\$102,362	\$102,362
SUB TOTAL			\$0	\$1,530,111	\$1,530,111

	80	% Other Funds/ 20% G	eneral Funds		
		Activity Code: 910	00000		
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,018	Consultants	046-500464	\$1,200	\$0	\$1,200
2,019	Consultants	046-500464	\$0	\$1,200	\$1,200
Subtotal			\$1,200	\$1,200	\$2,40

# New Hampshire Department of Health and Human Services Peer Support Services

# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services

This 2nd Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Alternative Life Center (hereinafter referred to as "the Contractor"), a non-profit corporation 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) and as amended on June 21, 2017 (Item #38) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- 1. Form P-37 General Provisions, Block 1.6, to read: 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-910010-5710-046-0464; 05-095-910010-5710-046-0462; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- 3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$1,572,228.
- 4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- 6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.
- 7. Delete Exhibit B, Paragraph 9, and replace with:
  - 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: \$. \$4,049.
- 8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 9. Add Exhibit K, DHHS Information Security Requirements.

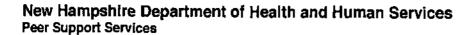


# New Hampshire Department of Health and Human Services Peer Support Services

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

S (K)(K)	Name: 16452 S Fox Title: Director	
	The Alternative Life Center	
<u>5-2-2018</u> Date	Name: Bonnie HAYES Title: President	
Acknowledgement of Contractor's signature	:	
State of New Hampshia County of Undersigned officer, personally appeared the bethe person whose name is signed above, capacity indicated above.	person identified directly above, or satisfal and acknowledged that s/he executed this	fore the actorily proven to a document in the
Signature of Notary Public or Justice of the F	TFFANIE A. CUROTTO, Notary Public y Commission Expires March 26, 2019 Peace	
Name and Title of Notary or Justice of the Po	eace	•-
My Commission Expires:	<del></del>	





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

Title:



# 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

### 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 I served by the Contractor.

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- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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.

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# 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 , including, but not limited to:
  - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
    - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - 3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.
    - 3.1.1.3.3. Emphasize 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.
    - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
    - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
    - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, 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:
  - 3.1.1.8.1. Rights Protection,
  - 3.1.1.8.2. Peer Advocacy,
  - 3.1.1.8.3. Recovery,
  - 3.1.1.8.4. Employment,
  - 3.1.1.8.5. Wellness Management, and
  - 3.1.1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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:
  - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1. 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).
  - 3.1.1.11.2. Referrals to community mental health centers employment programs.

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- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and 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 and 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. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.
  - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.

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- 3.2.2.2 Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- Require that all employees, members, or volunteers who drive Contractor 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

### 3.4. Crisis Respite

- 3.4.1. 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:
  - 3.4.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
  - 3.4.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
  - 3.4.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
  - 3.4.1.4. 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.
  - 3.4.1.5. 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.
  - 3.4.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
  - 3.4.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
  - 3.4.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
  - 3.4.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.

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- 3.4.1.10. Support the individual in returning to participation in community activities, services and supports.
- 3.4.1.11. 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.
- 3.4.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

## 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 from 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.

#### 3.6. Warmline Services

- 3.6.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.6.1.1. 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.
  - 3.6.1.2. Are provided during the hours the peer support agency is closed.
  - 3.6.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
  - 3.6.1.4. Assist individuals in addressing a current crisis related to their mental health.
  - 3.6.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
  - 3.6.1.6. Are provided by staff that is trained in providing crisis services.
  - 3.6.1.7. 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 services for consumers statewide.

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- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - 4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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.

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- 6.1.3. Has at a minimum the following qualification:
  - 6.1.3.1. One year of supervisory or management experience, and
    - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
    - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
    - 6.1.3.1.3. 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.
- 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 by the Department, 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

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- 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

# 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.
  - 7.2.6. Harassment, discrimination, and diversity.
  - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
  - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:

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- 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 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.
  - 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).
  - 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.

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- 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.
  - 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.

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- 7.16. The Contractor shall 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 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 penod.

# 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:
  - B.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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
    - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
      - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
      - 8.1.2.5.2. 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.
      - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
      - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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).

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- 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.
  - 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:
  - 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 shall 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.

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# 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.
    - 10.1.1.3. Nature/subject of the grievance.
    - 10.1.1.4. A method to submit an anonymous complaint.
  - 10.1.2. Assisting consumers with the grievance and appeal process including 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.

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### 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 data for each State Fiscal Year, including, but not limited to:
  - 11.1.1. The number of members.
  - 11.1.2. The total number of participants.
  - 11.1.3. Program utilization totals and percentages.
  - 11.1.4. Number of telephone contacts.
  - 11.1.5. Description of outreach activities.
  - 11.1.6. Number and description of educational events.
  - 11.1.7. 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 11.1.

# 12. Performance Measures

12.1. 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.

# 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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:
  - 13.5.1. 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.

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- 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
- 13.5.3. 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.
  - 13.5.3.1. 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.
  - 13.5.3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

# 14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.1.2.1. Data.
    - 14.1.2.2. Financial records.
    - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.

RFP-2017-BBH-02-PEERS-06 The Alternative Life Center Exhibit A Amendment #2

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## New Hampshire Department of Health and Human Services Peer Support Services



# Exhibit A Amendment #2

- 14.2.4. Review of personnel files for completeness.
- 14.2.5. Review of complaint process.
- 14.3. The Contractor shall 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 A Amendment #2

Date: 5/2/18

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#### SFY 2019 BUDGET

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

Bidder Name: The Alternative Life Conter

Budget Request for: Feer Support Services

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

In a item Budget week	in Mem Budget Description	Rehlykorost
elecence Number	ne item Budget Description	
	PERSONNEL COSTS	
601 \$	Salary & Wages	304,4
602 1	mployee Benefit	41,7
603 F	ayroll taxes	23,2
	Subtotal	369,5
620	ROFESSIONAL FEES	
	Accounting	7,7
	Audit Fees	8,3
	egal Fees	<del></del>
	Other Professional Fees and Consultants	1,2
	Subtolal	17,2
	STAFF DEVELOPMENT AND TRAINING	.712
		<u></u>
	Publications and Journals	<del> </del>
	n-Service Training	1,0
	conferences and Conventions	<del> </del>
	Other Staff Development	·
	Subtotal	1,0
640 (	CCUPANCY COSTS	
641	Rent	54,1
642 A	fortgage Payments	
	leating Costs	1.2
	Other Utilities	7,7
	Maintenance and Repairs	1,5
646 7		
	Other Occupancy Costs	
	Subtotal	64,8
	CONSUMABLE SUPPLIES	
651 (		3,6
001 (	Building/Household	2.4
	tehabilitation/Training	4,0
655 F		4,u.
	Other Consumable Supplies	40.4
	Subtotal	10,10
	Other Expenses	
	CAPITAL EXPENDITURES	
	DEPRECIATION	<u> </u>
	QUIPMENT RENTAL	2,4
680 E	QUIPMENT MAINTENANCE	
700 /	DVERTISING	3:
710 8	RINTING	
	ELEPHONE/COMMUNICATIONS	12.0
	OSTAGE/SHIPPING	1,5
	Subtotal	16,3
	RANSPORTATION	The second of the second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second second secon
	Soard Members	1
742 5	<del></del>	16.3
	Aembers and Participants	14,1
	Subtotal	30,5
	<del></del>	30,8
	Assistance to Individuals	
	Client Services	<del> </del>
	Clothing	<del> </del>
	Subtotal	T. a i i i a
	NSURANCE	
	Malpractice & Bonding	8.9
	/ehicles	2,10
	Comprehensive Property & Liability	2,5
	OTHER EXPENDITURES	1,50
	NTEREST EXPENSE	<del> </del>
]s	Subtotal	15,10
	L PROGRAM EXPENSES	\$524,4



#### Exhibit K



# **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- 1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45. Code of Federal Regulations.
- 2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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# **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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# **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

# II. METHODS OF SECURE TRANSMISSION OF DATA

- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### Exhibit K



# **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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#### Exhibit K



# **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable. regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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#### Exhibit K



# **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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#### Exhibit K



# **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - safeguard this information at all times.
  - ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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# New Hampshire Department of Health and Human Services Exhibit K

#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials <u>SH</u>
<u>S/2/18</u>

Exhibit K DHHS Information Security Requirements

#### New Hampshire Department of Health and Human Services

#### Exhibit K



#### **DHHS Information Security Requirements**

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials <u>SH</u> 5/2/18

Exhibit K
DHHS Information
Security Requirements



Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

129 PLEASANT STREET, CONCORD, NH 93301 603-271-9422 1-800-852-3345 Ext. 9422 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dbhs.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
<del></del>	<u> </u>	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		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 Glencliff 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 Glencliff 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 Glencliff Home would lose a valuable support that is vital to managing their symptoms of mental illness.

Area served: Northern New Hampshire and Glencliff Home

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

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

Respectfully submitted

Katja S. Fox Director

Why Myd-

N/a

Approved by:

Jetrey A. Meyers



#### 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:

- Form P-37, General Provision, Block 1.8 Price Limitation to read: \$1,047,752.
- 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
- 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: Glecliff Home, Attn: Accounts Payable, PO Box 76, Glencliff NH 03238.



es breadent

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

Director

The Alternative Life Center

4.12.17

State of New York Police. County of Correll 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.

TITLE:

Signature of Notary Public or Justice of the Peace

TIFFANIE A. CUROTTO, Notary Public

My Commission Expires March 26, 2019



The preceding Amendment, having been review execution.	red by this office, is approved as to form, substance, and
	OFFICE OF THE ATTORNEY GENERAL
Date 65/2017	Name Mances J. Snith. Title: Sr. Asty Gordal.
I hereby certify that the foregoing Amendment withe State of New Hampshire at the Meeting on:	vas approved by the Governor and Executive Council of(date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name:
	Title:



Jeffrey A. Meyers Commissioner

> Katja, S. Fox Director



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

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

June 6, 2016

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

68C Approved

#### 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.





Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 2 of 3

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**

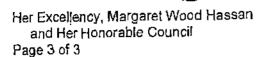
The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

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: 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:

ljeffrey A. Meyers Commissioner





		<del></del>		<del></del>
15-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GR.	<del>TAND HUMAN SVCS DE</del> ANT	PT OF HHS: BE	HAV	TORAL HEALTH DIV
	Ieral Funds			
	e: 92207143			
he Alternative Life Center				
/endor # 068801			_	
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	5	290,154.0
2018	Contracts for Prog Svs	102-500731	\$	290,154.0
Subtotal			\$	580,308.0
he Stepping Stone Drop-In Center Association	<u></u>	<u> </u>	Γ	<del> </del>
/endor # 157967				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	209,790.0
2018	Contracts for Prog Sys	102-500731	\$	209,790.0
Subtotal		·	\$	419,580.0
ekes Region Consumer Advisory Board	<del>,</del>	<del></del>		
/endor #157060		<del> </del>		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	188,183.0
2018	Contracts for Prog Svs	102-500731	s	188,183.0
Subtotai	ļ		\$	376,366.0
Monadnock Area Peer Support Agency	T	1	_	
/endor # 157973				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	146,449.0
2018	Contracts for Prog Sys	102-500731	\$	146,449.0
Subtotal			\$	292,898.0
		,		
I.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		<del> </del>	<b>}</b> _	
/endor # 209287	<del></del>	<del> </del>		
State Fiscal Year	Class Title	Class Account	<u> </u>	Current Budget
2017	Contracts for Prog Svs	102-500731	\$	211,860.0
2018	Contracts for Prog Sys	102-500731	\$	211,860.0
Subtotal	<u> </u>	<del> </del>	\$	423,720.0
<del></del>	·	<del></del>	<u> </u>	

Vendor # 158839 State Fiscal Year 2017 2018	Class Title Contracts for Prog Svs Contracts for Prog Svs	Class Account 102-500731		Current Budget
2017	Contracts for Prog Svs			Current Budget
		102-500731		
2018	. Contracts for Prog Svs		\$	245,562.00
		102-500731	\$	245,562.00
Subtotal			\$	491,124.00
Connections Peer Support Center	<del></del>			
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 Sys	102-500731	\$	135,751.00
Subtotal			\$	271,502.00
Tri-City Consumers' Action Co-operative	<del></del>	<del></del> -		
Vendor # 157797	<del></del>	<del>   </del>		_ <del></del>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	102,382.00
2018	Contracts for Prog Sys	102-500731	\$	102,362.00
Subtotal		<del></del>	\$	204,724.00
SUB TOTAL			\$	3,060,222,00
<u></u>	HEALTH AND HUMAN SVCS DE FICES 10% General Funds ity Code: 92207011	EPT OF, HHS: BE	HAV	IORAL HEALTH DIV
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 Sys	102-500731	\$	233,122.00
Subtotal.			\$	466,244.00
The Stepping Stone Drop-In Center Association		<u> </u>		·
Vendor # 157967				
State Fiscal Year	Class Title	Class Account		Corrent Budget

Contracts for Prog Sys

Contracts for Prog Sys

102-500731

102-500731

\$

\$

\$

168,555.00

168,555.00

337,110.00

2017

2018

Subtotal



#### Financial Detail



Lakes Region Consumer Advisory Board				
/endor # 157060	<u></u>	- <del>-</del>		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	151,196.00
2018	Contracts for Prog Svs	102-500731	\$	151,196.0
Subtotal		-	\$	302,392.0
Monadnock Area Peer Support Agency	<del> -</del>	·		<del>,</del>
Vendor # 157973				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	5	117,665.0
2018	Contracts for Prog Sys	102-500731	\$	117,665.0
Subtotal			\$	235,330.0
U.S. A. D. S. G. D. a. C. A. a. S. C. C. C. Marking Barrier M.	T	<del> </del>		
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI Vendor # 209287				
State Fiscal Year	Class Title	Class Account		Corrent Budget
2017	Contracts for Prog Svs	102-500731	\$	170,218.0
2018	Contracts for Prog Sys	102-500731	S	170,218.0
. Subtotal			\$	340,436.0
		<del></del>		
On the Road to Recovery, Inc. Vendor # 158839	<del> </del>	ļ		<del></del>
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Confracts for Prog Svs	102-500731	5	197,296.0
2018	Contracts for Prog Sys	102-500731	\$	197,296.0
Subtoțal			\$	394,592.0
Connections Peer Support Center	<del></del>	1		<del></del>
Vendor # 157070	<del></del>	ļ		
State Fiscal Year	Class Title	Class Account	<del> </del>	Current Budget
2017	Contracts for Prog Svs	102-500731	\$	109,071:0
2018	Contracts for Prog Sys	102-500731	\$	109,071.0
Subtotal	1	<u> </u>	\$	218,142.0
Tri-City Consumers' Action Co-operative		,	1	<del></del>
Vendor # 157797				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Svs	102-500731	\$	82,245.0
2018	Contracts for Prog Sys	102-500731	5	82,245.0
Subtotal		<del> </del>	5	164,490.0
SUB TOTAL		<u> </u>	\$	2,458,736.0
TOTAL	<del></del>		<u> </u>	5,518,958,00
10/AL			_ 🔻	212 (212 02)



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

Peer Support Services	RFP-2017-BBH-02-PEERS	
RFP Name	RFP Number	Reviewer Names
		1. Peter Reid
Bidder Name	Maximum Actual Points Points	2. Ann Driscolf
1. Connection Peer Support Center	575 301	3. Stacey Dubia
2. HEART Peer Support Center	575 271	4. Tom Grinley
3. Lakes Region Consumer Advisory Board	d 575 365	5. Jamie Kelly
4. Monadnock Area Peer Support Agency	575 428	6. Elizabeth Fenner-Lukaitis
5. On the Road to Recovery	575 481	7.
6. Stepping Stone Drop In Center	575 481	8.
7. The Alternative Life Center	575 453	9,
8. Tri-City Consumers' Action Cooperative	575 454	





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

I. IDENTIFICATION.					
L.I State Agency Name		1.2 State Agency Address			
Department of Health and Human Services		129 Pleasant Street			
		Concord, NH 03301-3857	:		
1.3 Contractor Name		1.4 Contractor Address			
The Alternative Life Center		6 Main Street			
I THE THE HART OF BUT GOING		Conway, NH 03818			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
Number	25 25 22 22 22 22 22 22	10 20 201P	\$1,046,552		
603-447-1765	05-95-92-920010-7143-102-	June 30, 2018	31,040,332		
	500731; 05-95-92-920010- 7011-102-50073I		1		
1.9 Contracting Officer for Sta		1.10 State Agency Telephone	Number		
Eric B. Borrin, Director	<b></b>	603-271-9558			
			;		
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory			
10 . 6					
Year R Sulla	e/hun	Leu R. Sollivan	raesident		
1.13 Acknowledgement: State	of N. (-) . County of	CHRROCK			
1			; 		
On 5/3/// , befor	re the undersigned officer, persona	lly appeared the person identifier	d in block 1.12, or satisfactority		
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					
I CUNNIC LI MAYES					
Notary Public - New Hampshire My Commission Expires February 6, 2018					
[Seal]					
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	c Agency Signatory		
	. 1. 1 .		- Diam 100		
XX 2 (X	Date: 6/6/1 (s	) Fat Ja 3	TX DVECTOR		
1.16 Approval by the N.H. De	Date: 6/6/1 Copartment of Administration, Divis	sion of Personnel (If applicable)	•		
By:	By: Director, On:				
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)					
I.18 Approval by the Governor) and Executive Council (If applicable)					
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 hercunder, 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 bereof, 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 monics of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

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

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

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Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hercunder ("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 accuse 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 carned, 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 eontained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

#### 15. WORKERS' COMPENSATION.

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

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

- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage propaid, 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 offert
- 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

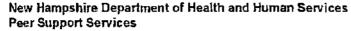
- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 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.
- Business Days are defined as Monday through Friday, excluding Saturday and Sunday.

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Exhibit A



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#### 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.

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#### 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;
    - 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 selflimitations, 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 Welfness 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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The Alternative Life Center

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#### Exhibit A

- 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 greyances; 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).
  - 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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#### **Exhibit A**

- 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:
  - 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 quests 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

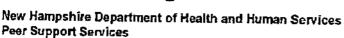
- 3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
  - 3.4.1.1. Are primarily provided to any individual who lives or works in Region 1, or anyone who lives or works elsewhere in the State of New Hampshire 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:
      - 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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#### Exhibit A

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

 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.

Exhibit A Contractor Initials: 421

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Date: 5-31-14



#### Exhibit A

- 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 notanzed, 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.

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#### 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;

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Date: 5-31-16



#### 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;

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Exhibit A

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#### 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 nonfor-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

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Exhibit A

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#### **Exhibit A**

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

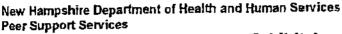
d. Establish and maintain the bylaws

#### 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
- 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:

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#### 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:

Contractor Initials: <u>ゾル</u>

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#### 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

#### Deliverables 11.

- 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

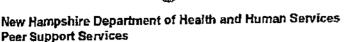
12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.

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Exhibit A

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#### 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

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Peer Support Services

## New Hampshire Department of Health and Human Services



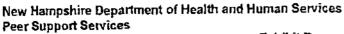
#### Exhibit A

- 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.

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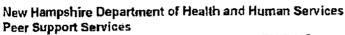
#### Exhibit B



### Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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.
- 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.

Contractor Initials The Date 5-31-16





#### Exhibit B

- 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.
  - The invoice must be submitted to: 10.1.

Financial Manager

Bureau of Behavioral Health

Department of Health and Human Services

105 Pleasant Street, Main Building

Concord, NH 03301

11. Capital Reserve Furid: 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.



#### New Hampshire Department of Health and Human Services Peer Support Services





#### Exhibit B

- 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.

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Exhibit B

Contractor Initials

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#### 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

ine (lem Budgel - 4). Leference Number - 40 L	Ine Item Budget Description PERSONNEL COSTS	Tetal Amount
600 F	PERSONNEL COSTS	A TRACTOR
601 5	Salary & Wages	311,708
	Imployee Benefit	29,181
	Payroll taxes	23,845
	Subtotal	364.732
	PROFESSIONAL FEES	2000年11日
		7,500
624 /	Accounting .	<del></del>
625 [/	Audit Fees	9,100
626   1	egal Fees	3(
	Other Professional Fees and Consultants	
[\$	Subtotal	15,636
630	STAFF DEVELOPMENT AND TRAINING	A STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF STATE OF
631	Publications and Journals	
632	n-Service Training	1,00
	Conferences and Conventions	
	Other Staff Development	
		1,000
	Subtotal	1000
	OCCUPANCY COSTS	57.88
641		
542	Mortgage Payments	Ļ <u>. —                                   </u>
	Heating Costs	
644	Other Utilities	5,84
	Maintenance and Repairs	1,16
	Taxes	
F47	Other Occupancy Costs	
	Subtotal	65,88
	CONSUMABLE SUPPLIES	2000
650	CONSUMABLE SUFFLIES	4.05
651 [	Office	2,64
	Building/Household	
	Rehabilitation/Training	<u> </u>
655	Food	5,79
657	Other Consumable Supplies	<u> </u>
	Subtotal	12,48
	Other Expenses	\$P\$ 在 10 10 10 10 10 10 10 10 10 10 10 10 10
660	CAPITAL EXPENDITURES	
	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,56
6/0	EQUIPMENT MAINTENANCE	.,,,,,,
		30
700 (	ADVERTISING	<del>                                     </del>
710	PRINTING	<u> </u>
720	TELEPHONE/COMMUNICATIONS	11,77
730	POSTAGE/SHIPPING	1;90
	Subtotal	15,53
	TRANSPORTATION	
	Board Members	
	Staff	12,32
	Members and Participants	21,94
	Subtotal	34.27
754	Assistance to Individuals	4 V 1 V 2 V 3
		x 1 . 0 x e 2 3
	Client Services	<del>- </del>
	Clothing	<del></del>
	Subtotal	30 7 300 - 100 7 320
	INSURANCE	200 1 S 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	Vehicles	8,49
	Comprehensive Property & Liability	5,01
	OTHER EXPENDITURES	23
	INTEREST EXPENSE	
	Subtotal	13,74
<del></del>	<u> </u>	<u> </u>
		523,27

Contractor Initials:



#### **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: Paer Support Services

(Name of RFP)

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

Line item Budget	ne stem Budget Description	
Kelerence Mumpersycal Li	ne nem sudget Description (New VALLES No. 2019)	Total Amount
	ERSONNEL COSTS	100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (100 miles (
	alary & Wages	311,706
602 E	mployee Benefit	29,181
603_P	ayroll taxes	23,845
S	ubtotal	364,732
620 P	ROFESSIONAL FEES	
624 A	counting	7,500
	udit Fees	8.100
626 1	egal Fees	30
	ther Professional Fees and Consultants	
	ublotal	15,630
		ATT STATE OF STATE
	ublications and Journals	0
		1,000
	-Service Training	
	onferences and Conventions	0
	ther Staff Development	0
	ubtolal	1,000
	CCUPANCY COSTS	可止於《漢字》的聲
641 R		57,888
642 N	fortgage Payments	
643 H	leating Costs	0
	Other Utilities	6,840
	laintenance and Repairs	1,160
646 T		01
647 (	Other Occupancy Costs	0
	ubtotal	888,63
	ONSUMABLE SUPPLIES	CONTRACTOR STANDARD
		4,051
651 C	Ance	2,640
922 8	wiiding/Household	2,040
	tehabilitation/Training	5,792
655 F	000	J,732
	Other Consumable Supplies	l
	ublotal	12,483
	Other Expenses	於 1700 by 1500 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 1800 by 180
	APITAL EXPENDITURES	<u> </u>
665 £	EPRECIATION	
670 E	QUIPMENT RENTAL	t,560
	QUIPMENT MAINTENANCE	0
	DVERTISING	300
710 E	RINTING	0
	ELEPHONE/COMMUNICATIONS_	11,773
720 1	OSTAGE/SHIPPING	1,900
	Subtotal	15,632
	RANSPORTATION	
	RansPortation	D
	Staff	12,329
	Members and Participants	21,942
J	Members and Familipanis	34,271
	Subtotal	
	lasistance to individuals	10 mg 1 mg 1 mg 1 mg 1 mg 1 mg 1 mg 1 mg
	Client Services	<del> </del>
	Clothing	<del> </del>
	Subtotal	
	NSURANCE	Ber Det 19 Marie
	/ehicles	8,491
	Comprehensive Property & Liability	5,015
800 (	OTHER EXPENDITURES	234
	NTEREST EXPENSE	0
	Subtotal	13,740
<u> </u>		\
TOTAL	PROGRAM EXPENSES	523,276

Contractor Initials: 405 Date: 5-51-76

Exhibit B-2 Page 1 of 1



## New Hampshire Department of Health and Human Services Exhibit C



#### **SPECIAL PROVISIONS**

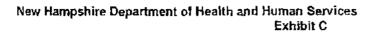
Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and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

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility
  of individuals such eligibility determination shall be made in accordance with applicable federal and
  state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. 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;

Contractor Initials 5-3(-(6



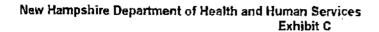


7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for 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.

Contractor Initials 485





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

Contractor Initials \_\_\_\_\_







## New Hampshire Department of Health and Human Services Exhibit C

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

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

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

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

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

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

Contractor Initials Date 53).16



## New Hampshire Department of Health and Human Services Exhibit C



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

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

#### **DEFINITIONS**

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

Contractor Initials #11

Date 5-31-16





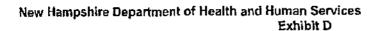
#### New Hampshire Department of Health and Human Services Exhibit C-1



#### REVISIONS TO GENERAL PROVISIONS

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 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.
- 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.

Contractor Initials  $\frac{\mathcal{H}(s)}{s}$ 





#### CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

Contractor Initials 405



#### 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;

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

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;

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 diff there are workplaces on file that are not identified here.

Contractor Name:

5-31-16	Lew R Sollivan		
Date	Name: Pasibest		

Coway Peer Support Center, 6 Main St. P.OB241 Conary NH 0381 Separity Steps 567 Hain St. Berlin NH 03570 The Haven 27 Lombard St. Cale brook NH 03574 Littleten Rea Support Center 267 Hainst. Littleton NH03561 Commany CRISIS Rospite GHain St. P. UBox 2411 Commany NH03818









#### **CERTIFICATION REGARDING LOBBYING**

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

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

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

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

- No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to
  any person for influencing or attempting to influence an officer or employee of any agency, a Member
  of Congress, an officer or employee of Congress, or an employee of a Member of Congress in
  connection with the awarding of any Federal contract, continuation, renewal, amendment, or
  modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention
  sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-L.)
- 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:

5-31.11	Lew R. Sulliana		
Date	Name: Title:	Proz Derst	

Exhibit E -- Certification Regarding Lobbying

Contractor Initials 7-14

CU/DHHS/110713

Page 1 of 1

Date 5-31-16







## New Hampshire Department of Health and Human Services Exhibit F

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

#### INSTRUCTIONS FOR CERTIFICATION

- 1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Hurnan 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," "preson," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Exhibit F - Certification Regarding Debarment, Suspension
And Other Responsibility Matters
Page 1 of 2

Contractor Initials

VID

Date 5-31-1



## New Hampshire Department of Health and Human Services Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

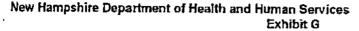
- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals;
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible,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

	Contractor Name;		
5-31-16	Lee R Sullivne		
Date	Name: 12031250+		

Exhibit F – Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2 Contractor Initials 485









# 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 Delirquency 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 1123





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

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

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

**Contractor Name:** 

Name: Title: PRESIDENT

Exhibit G

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

## New Hampshire Department of Health and Human Services Exhibit H



#### CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

Date

Let R S. House

Name:
Title: President



## HEALTH INSURANCE PORTABLITY ACT BUSINESS ASSOCIATE AGREEMENT

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

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

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

- "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. <u>"Unsecured Protected Health Information"</u> means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- 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.
- Business Associate may use or disclose PHI:
  - For the proper management and administration of the Business Associate:
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



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

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

#### (3) Obligations and Activities of Business Associate.

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

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

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



#### Exhibit |

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

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 4 of 6

Contractor Initials \_ LRJ



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

Contractor Initials LKS

#### New Hampshire Department of Health and Human Services



#### Exhibit I

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

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

Department The 14th & Hyman Services The State	The Allernatives Lits Centure
The State	Name of the Contractor
2-2-8 FX	Leo R Sullivan
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	LEG R Sullivan
Name of Authorized Representative	Name of Authorized Representative
Dice to	her Rollin Prosident
Title of Authorized Representative	Title of Authorized Representative
Cile/16	5-31-16
Date ' /	Date

## New Hampshire Department of Health and Human Services



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

5-31-16	Leo 2 Sillium
Date	Name: Title: アスはよりもの た

# 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.

	cion natoa questiona are trae and accurate	•
1.	The DUNS number for your entity is:	5664687
2.	receive (1) 80 percent or more of your ar loans, grants, sub-grants, and/or cooper	ding completed fiscal year, did your business or organization innual gross revenue in U.S. federal contracts, subcontracts, ative agreements; and (2) \$25,000,000 or more in annual cts, subcontracts, loans, grants, subgrants, and/or
	YNO	ES
	If the answer to #2 above is NO, stop he	re
	If the answer to #2 above is YES, please	answer the following:
<ol> <li>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 Secul Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code 1986?</li> </ol>		
	NOY	ES
	If the answer to #3 above is YES, stop he	еге
	If the answer to #3 above is NO, please	answer the following:
<ol> <li>The names and compensation of the five most highly compensated officers in your business or organization are as follows;</li> </ol>		
	Name:	Amount:

# New Hampshire Department of Health and Human Services Peer Support Services

# State of New Hampshire Department of Health and Human Services Amendment #2 to the Peer Support Services Contract

This 2<sup>nd</sup> Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-City Consumers' Action Co-operative (hereinafter referred to as "the Contractor"), a consumer cooperative association formed under RSA 301-A with a place of business at 55 Summer Street Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) as amended on June 20, 2018 (Item#33B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect; and

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

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2020.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$746,599.
- 3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read: Nathan D. White, Director.
- 4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9631.
- 5. Delete Exhibit A Amendment #1, Scope of Services in its entirety and replace with Exhibit A Amendment #2, Scope of Services.
- 6. Delete Exhibit B, Methods and Conditions Precedent to Payment in its entirety and replace with Exhibit B, Methods and Conditions Precedent to Payment Amendment #2.
- Add Exhibit B-4 Amendment #2, SFY 2020 Budget.
- 8. Delete Exhibit C, Special Provisions, Section 9, Audit, in its entirety.
- 9. Delete Exhibit K, DHHS Information Security Requirements V4 in its entirety and replace with Exhibit K, DHHS Information Security Requirements V5.



## New Hampshire Department of Health and Human Services Peer Support Services

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
5/28/19 Date	Name: Katja S. Fóx Title: Director
5/22/19 Date	Name: Title: The Sident Council Shoven Line Regions 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 States 12 S
Acknowledgement of Contractor's signatu	
undersigned officer, personally appeared	on <u>5-22-19</u> , before the the person identified directly above, or satisfactorily proven to ove, and acknowledged that s/he executed this document in the
B)	
Signature of Notary Public or Justice of the PETER P. DELEAULT, Notary Public My Commission Expires 2-6-24	—- <del>no Pea</del> €e
Name and Title of Notary or Justice of the	e Peace
My Commission Expires:	



# New Hampshire Department of Health and Human Services Peer Support Services

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

	OFFICE OF THE ATTORNEY GENERAL			
5]30[2019	Name, NATitle: 57	drift Son	to read	
I hereby certify that the foregoing Amendmenthe State of New Hampshire at the Meeting	nt was appro	ved by the Gov	vernor and Executive C te of meeting)	ouncil of
	OFFICE OF	THE SECRET	ARY OF STATE	
Date	Name: Title:			

### 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 in accordance with NH Administrative Rule He-M 402, Peer Support, 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.
- 1.7. The Contractor shall provide in-house and community based services for Region IX as outlined in NH Administrative Rule He-M 425.03, Designation of Community Mental Health Regions, Table 425-1, Towns and Cities by Region, and in accordance with this Agreement.

#### 2. Definitions

2.1. **Board of Directors** means the governing body of a nongovernmental Peer Support Agency.

Exhibit A - Amendment #2 Contractor Initials:

Tri-City Consumers' Action Co-operative
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Date: 5 22 (C



- 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 I served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self- identify as having 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. **Serious Mental Illness (SMI)** 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.

## 3. Scope of Services

#### 3.1. Peer Support Services

- The Contractor shall provide peer support services that are provided for 3.1.1. consumers and by consumers including, but not limited to:
  - Peer support services that include supportive interactions 3.1.1.1 shared experiences, acceptance, trust, respect, experience, and mutual support among members, participants, staff and volunteers.
  - No less than forty-four hours of peer support services each 3.1.1.2. week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
  - Peer support services at a minimum based on the Intentional 3.1.1.3. Peer Support model that:
    - Foster recovery from mental illness by helping 3.1.1.3.1. individuals identify and achieve personal goals while building an evolving vision of their recovery.
    - Foster self-advocacy skills, autonomy, 3.1.1.3.2. independence.
    - and reciprocity mutuality 3.1.1.3.3. Emphasize 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.
    - Offer alternative views on mental health, mental 3,1.1.3.4. illness and the effects of trauma and abuse.
    - Encourage informed decision-making about all 3.1.1.3.5. aspects of people's lives.
    - Support people with mental illness in challenging 3.1.1.3.6. perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
    - Emphasize a holistic approach to health that 3.1.1.3.7. includes a vision of the "whole" person.
  - Provide opportunities to learn wellness strategies, by using at a 3.1.1.4. 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.

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Tri-City Consumers' Action Co-operative

Exhibit A - Amendment #2

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- 3.1.1.5. Provide in-house and community-based services according to the Deliverables in Subsection 12.1 through 12.2.5.
- 3.1.1.6. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.7. 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.
- 3.1.1.8. 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.
- 3.1.1.9. 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:
  - 3.1.1.9.1. Rights Protection,
  - 3.1.1.9.2. Peer Advocacy,
  - 3.1.1.9.3. Recovery,
  - 3.1.1.9.4. Employment,
  - 3.1.1.9.5. Wellness Management, and
  - 3.1.1.9.6. Community Resources.
- 3.1.1.10. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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.
- 3.1.1.11. Provide Individual Peer Assistance by assisting adults to:
  - Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.11.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.11.3. Promote self-advocacy.
- 3.1.1.12. Provide Employment Education by assisting members with:

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- 3.1.1.12.1. 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).
- 3.1.1.12.2. Referrals to community mental health centers employment programs.
- 3.1.1.12.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.13. Inform the members and general public about the peer supports and wellness services available and 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.
- 3.1.1.14. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.15. 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.
- 3.1.1.16. Invite guests to participate in peer support activities.
- 3.1.1.17. 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.
- 3.1.1.18. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events including community-based services and community outreach events.
- 3.2. The Contractor shall provide transportation services to members, participants and quests as follows:
  - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3,2,1,1,2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.

Tri-City Consumers' Action Co-operative

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- 3.2.1.1.5. Council Meetings.
- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
  - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
  - Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
  - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. 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.
- 3.2.4. 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.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

## 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 9.
- 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.
    - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
      - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.

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4.3.3.4.2. 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - 6.1.3.1.3. 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 by the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6.9.2. Emergency evacuation plans for the Agency.

#### 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.

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- 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.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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.

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- 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.
- 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).
- 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.
  - 7.9.5. Member Rights.

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- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.

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- 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
- 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
- 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
  - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
  - 8.1.2.5.2. 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.
  - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
  - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.
  - 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.

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- The Contractor shall publish the times and locations of Board of Director meetings in 8.9. an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
  - 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 make the minutes available to the Department, as requested.
  - Maintain a current Board of Director list, including but not limited to, member 8.10.2. 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 shall 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

- The Contractor shall support the recruitment and training of individuals for serving on 9.1. 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.
- The Contractor's Executive Director, or designee, shall attend the Department's 9.2. 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.



- 10.1.1.1. Consumer name.
- 10.1.1.2. Date of written grievance.
- 10.1.1.3. Nature/subject of the grievance.
- 10.1.1.4. A method to submit an anonymous complaint.
- 10.1.2. Assisting consumers with the grievance and appeal process including 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. Reporting

- 11.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 11.2. The Contractor shall provide to the Department by the 30th of the month, the prior month's interim Balance Sheet, and Profit and Loss Statements:
  - 11.2.1. 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.
  - 11.2.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 11.2.3. 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.
    - 11.2.3.1. 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.
- 11.3. The Contractor shall make prior months Board of Director meeting minutes available to the Department, as requested, including all attachments such as, but not limited to the Executive Director's report.

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- 11.4. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.
- 11.5. The Contractor shall submit a quarterly written report to the Department, on a form supplied by the Department, no later than the 30th of the month following the quarter regarding:
  - 11.5.1. Community outreach activities as outlined in Section 12, Deliverables, Subsection 12.3.
  - 11.5.2. Compilation of program evaluation and surveys submitted in the past quarter.
  - 11.5.3. Quarterly peer support service deliverables as identified on templates provided by the department.
  - 11.5.4. Quarterly statistical data including, but not limited to:
  - 11.5.5. The total number of unduplicated participants served on a daily basis.
  - 11.5.6. The total number of current members, defined as only those members who have been served within the past year.
  - 11.5.7. Program utilization totals by percentage.
  - 11.5.8. Number of telephone peer support contacts.
  - 11.5.9. Number and description of outreach activities.
  - 11.5.10. Number and description of educational events provided:
    - 11.5.10.1. On-site; and/or
    - 11.5.10.2. In the community.
- 11.6. The Contractor shall provide a report for Department approval by July 31 of each State Fiscal Year which outlines:
  - 11.6.1. Specific steps the Contractor has taken to increase membership in the previous State Fiscal Year.
  - 11.6.2. A plan for how the Contractor shall increase the unduplicated numbers served in the above activities by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
  - 11.6.3. Monthly in-house schedules/calendars and newsletters.
  - 11.6.4. Quarterly revenue and expenses by cost, category and locations.
  - 11.6.5. Quarterly Capital Expenditure Report.
  - 11.6.6. Quarterly Auditor's Report: The prior three (3) months of monthly interim Balance Sheet and Profit and Loss Statements including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity.

#### 12. Deliverables

- 12.1. The Contractor shall provide a minimum of fifteen (15) hours of in-house services at each Center each week which include, but are not limited to:
  - 12.1.1. New topics introduced at least monthly.

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Contractor Initials: 842



- 12.1.2. A minimum of five (5) separate discussion groups per week that address emotional wellbeing topics which may include, but are not limited to:
  - 12.1.2.1. IPS.
  - 12.1.2.2. WRAP.
  - 12.1.2.3. WHAM.
  - 12.1.2.4. Setting boundaries.
  - 12.1.2.5. Positive thinking.
  - 12.1.2.6. Wellness
  - 12.1.2.7. Stress management.
  - 12.1.2.8. Addressing trauma.
  - 12.1.2.9. Reduction of negative or intrusive thoughts.
  - 12.1.2.10. Management of emotional states including, but not limited to:
    - 12,1.2.10.1. Anger.
    - 12.1.2.10.2. Depression.
    - 12.1.2.10.3. Anxiety.
    - 12.1.2.10.4. Mania
- 12.1.3. A minimum of five (5) discussion or practice groups per week that address physical wellbeing topics which may include, but are not limited to:
  - 12.1.3.1. Smoking cessation.
  - 12.1.3.2. Weight loss.
  - 12.1.3.3. Nutrition/Cooking.
  - 12.1.3.4. Physical exercise.
  - 12.1.3.5. Mindfulness activities including, but not limited to:
    - 12.1.3.5.1. Yoga.
    - 12.1.3.5.2. Meditation.
    - 12.1.3.5.3. Journaling.
- 12.1.4. A minimum of four (4) activity groups per week that that provide positive skill-building activities which may include, but are not limited to:
  - 12,1.4.1. Arts and crafts.
  - 12.1.4.2. Music expression.
  - 12.1.4.3. Creative writing.
  - 12.1.4.4. Cooking.
  - 12.1.4.5. Sewing.
  - 12.1.4.6. Gardening.
  - 12.1.4.7. Movies.

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Contractor Initials:

Tri-City Consumers' Action Co-operative



- 12.1.5. A minimum of one (1) group per week based on topics relevant to fostering independence which may include, but are not limited to:
  - 12.1.5.1. Online blogs or articles that relate to mental health.
  - 12.1.5.2. Obtaining employment.
  - 12.1.5.3. Budgeting.
  - 12.1.5.4. Decision-making.
  - 12.1.5.5. Self-advocacy.
- 12.2. The Contractor shall provide community-based services including, but not limited to a minimum of one (1) trip into the community per month for an activity which may include, but not be limited to:
  - 12.2.1. Visit to a natural setting.
  - 12.2.2. Volunteer opportunity.
  - 12.2.3. Visit to a museum.
  - 12.2.4. Visit to a local historical site.
  - 12.2.5. Visit to local farms or gardens.
- 12.3. The Contractor shall provide community outreach including, but not limited to:
  - 12.3.1. Providing 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 including, but not limited to:
    - 12.3.1.1. Local psychiatric hospitals.
    - 12.3.1.2. Local mental health clinics.
    - 12.3.1.3. Local community events.
  - 12.3.2. Providing monthly educational events and presentations of information to members, participants, or other individuals seeking support and information relating to the issues and concerns of consumers of mental health services which shall include, but not be limited to educational topics to be covered over the course of the year such as:
    - 12.3.2.1. Rights protection.
    - 12.3.2.2. Peer Advocacy.
    - 12.3.2.3. Recovery.
    - 12.3.2.4. Employment.
    - 12.3.2.5. Wellness Management.
    - 12.3.2.6. Community Resources.

#### 13. Quality Improvement

13.1. The Contractor shall participate in quality program reviews and site visits on a scheduled provided by the Department. All contract deliverables, programs, and activities shall be subject to review during this time. These reviews shall result in a report and potential corrective action.

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Exhibit A - Amendment #2

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- 13.2. The Contractor shall participate in quality assurance reviews as follows:
  - 13.2.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 13.2.2. Ensure the Department is provided with access that includes but is not limited to:
    - 13.2.2.1. Data.
    - 13.2.2.2. Financial records.
    - 13.2.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 13.2.2.5. Scheduled phone access to Contractor principals and staff.
- 13.3. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 13.3.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 13.3.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 13.3.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 13.3.4. Review of personnel files for completeness.
  - 13.3.5. Review of complaint process.
- 13.4. The Contractor shall 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.

Contractor Initials:



#### 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/ FAIN# B09SM010035-19).
  - 2.3. Federal funds from the Designated State Health Program (DSHP) (CFDA #93.778).
- 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 based upon cost reimbursement as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-4 Amendment #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 set forth in Section 5.
  - 5.2. Expenditures shall be in accordance with the budget identified in Section 5 as approved by the Department.
  - 5.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
- 6. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the budget amounts identified in Section 5, 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.
- 7. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
  - 7.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10<sup>th</sup>) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
  - 7.2. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each Department-approved invoice for Contractor services provided pursuant to this Agreement.
  - 7.3. The invoice must be submitted to:

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

Tri-City Consumers' Action Co-operative

Exhibit B - Amendment #2

Contractor Initials Date 5 22 19

#### New Hampshire Department of Health and Human Services Peer Support Services

#### Exhibit B - Amendment #2



- 8. The Contractor shall provide its Revenue and Expense Budget on Budget Form A supplied by the Department, within twenty (20) calendar days of the contract effective date and then twenty (20) days from the beginning of each fiscal year thereafter.
- The Contractor shall provide quarterly Revenue and Expense Reports on Budget Form A, within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.
- 10. 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.
- 11. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
- 12. 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.
- 13. Funding may not be used to replace funding for a program already funded from another source.
- 14. 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.
- 15. 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.
- 16. 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.

Contractor Initials S12

SFY 2020 Budget

#### New Hampshire Department of Health and Human Services Contractor Name: Tri-City Consumer Cooperative, Inc. Budget Request for: Peer Support Services - Region IX Budget Period: SFY20 (7/1/19 through 6/30/20) Line Item Budget \$156° Total Amount Reference Number Line Item Budget Description 600 PERSONNEL COSTS THE PROPERTY OF THE PARTY OF 601 Salary & Wages 109.829 602 Employee Benefit 17.818 603 Payroll taxes 8.402 Subtotal 136,049 620 PROFESSIONAL FEES JACORA PARAGOT 624 Accounting 625 Audit Fees 5,125 626 Legal Fees 627 Other Professional Fees and Consultants Subtotal 5,125 630 STAFF DEVELOPMENT AND TRAINING 631 Publications and Journals 632 In-Service Training 3,000 633 Conferences and Conventions 634 Other Staff Development Subtotal 3,000 640 OCCUPANCY COSTS 641 Rent 642 Mortgage Payments 16,943 643 Heating Costs 7,143 644 Other Utilities 6,709 645 Maintenance and Repairs 646 Taxes 647 Other Occupancy Costs Subtotal 30,795 650 CONSUMABLE SUPPLIES 651 Office 1.100 652 Building/Household 1,250 653 Rehabilitation/Training 655 Food 657 Other Consumable Supplies Subtotal 2,350 Other Expenses 660 CAPITAL EXPENDITURES 665 DEPRECIATION 670 EQUIPMENT RENTAL 2.400 680 EQUIPMENT MAINTENANCE 700 ADVERTISING 710 PRINTING 720 TELEPHONE/COMMUNICATIONS 2,500 730 POSTAGE/SHIPPING 400 Subtotal 5,300 740 TRANSPORTATION 741 Board Members 742 Staff 50 743 Members and Participants 3,500 Subtotal 3,550 750 Assistance to Individuals 751 Client Services 752 Clothing Subtotal 0 760 INSURANCE 761 Malpractice & Bonding 1,251 762 Vehicles 1,858 763 Comprehensive Property & Liability 3,500 800 OTHER EXPENDITURES 801 INTEREST EXPENSE Subtotal 6.609 **TOTAL PROGRAM EXPENSES** \$192,778

#### Exhibit K



#### **DHHS Information Security Requirements**

#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
  - Confidential Information also includes any and all information owned or managed by the State of NH created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

V5. Last update 10/09/18

Exhibit K
DHHS Information
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#### Exhibit K



#### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "Pl") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

#### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

Contractor Initials

V5. Last update 10/09/18

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Security Requirements
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#### Exhibit K



#### **DHHS Information Security Requirements**

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

#### II. METHODS OF SECURE TRANSMISSION OF DATA

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- Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- 3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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#### Exhibit K



#### **DHHS Information Security Requirements**

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

- 9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

#### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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#### Exhibit K



#### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

#### B. Disposition

- If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

#### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

Exhibit K **DHHS** Information

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#### **DHHS Information Security Requirements**

- The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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Security Requirements

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Date 5 20 10

#### Exhibit K



#### **DHHS Information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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#### Exhibit K



#### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- a. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

#### V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;

V5. Last update 10/09/18

- Determine if personally identifiable information is involved in Incidents:
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Contractor Initials

Exhibit K DHHS Information Security Requirements

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#### Exhibit K



#### **DHHS Information Security Requirements**

Determine whether Breach notification is required, and, if so, identify appropriate
Breach notification methods, timing, source, and contents from among different
options, and bear costs associated with the Breach notice as well as any mitigation
measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

#### VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Contractor Initials

Date 5 2210

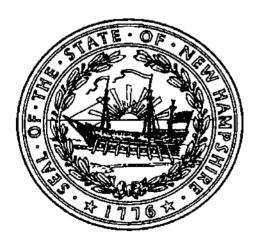
### State of New Hampshire Department of State

#### **CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-CITY CONSUMERS' ACTION CO-OPERATIVE is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on December 30, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 222319

Certificate Number: 0004380945



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of January A.D. 2019.

William M. Gardner Secretary of State

#### **CERTIFICATE OF VOTE**

I, Larry FitzGerald, do hereby certify that: (Name of the elected Officer of the Agency; cannot be contract signatory)
I. I am a duly elected Officer of Tri-City Consumers' Action Co-Operative
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 by phone on May 22, 2019: (Date)
RESOLVED: That the President of the Board of Directors
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 22 day of May, 2019. (Date Amendment Signed)
4. Sharon Lynne Reynolds is the duly elected President of the Board of Directors (Name of Contract Signatory) (Title of Contract Signatory)
of the Agency. Tri-City Consumers' Action Co-Operative
(Signature of the Elected Officer)
STATE OF NEW HAMPSHIRE
County of STRAFFORD
The forgoing instrument was acknowledged before me this day of, 20_19,
By: Larry FitzGerald(Name of Elected Officer of the Agency)
(Notary Public/ <u>Justice of the Peace)</u>
(NOTARY SEAL)  PETER P. DELEAULT, Notary Public  My Commission Expires 2-6-24
Commission Expires:

**ASISTO** 

**4CORÉ** 

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2019

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

BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Bernier Insurance Inc. PHONE (A/C, No. Ext): (603) 335-2345 FAX (A/G, No): (603) 994-4663 32 Wakefield St E-MAIL ADDRESS: info@bernierins.com Rochester, NH 03867 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: Philadelphia Insurance Company INSURER B : AmTrust INSURED INSURER C : Tri-City Consumers' Action Co-Operative 55 Summer Street INSURER D Rochester, NH 03867 INSURER E: INSURER F **REVISION NUMBER: CERTIFICATE NUMBER:** COVERAGES 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. ADDL SUBR POLICY EFF LIMITS POLICY NUMBER TYPE OF INSURANCE 1.000.000 Х COMMERCIAL GENERAL LIABILITY **FACH OCCURRENCE** 100,000 DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 8/2/2018 8/2/2019 PHPK1855669 5.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER 3,000,000 X POLICY PRO-PRODUCTS - COMP/OP AGG LOC OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE MABILITY 8/2/2018 8/2/2019 PHPK1855705 ANY AUTO 800ILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY NON-OWNED AUTOS ONLY EACH OCCURRENCE UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ PER STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 7/6/2018 7/6/2019 500,000 WWC3366399 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT Ν N/A 500.000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 500,000 DISEASE - POLICY LIMIT 8/2/2018 8/2/2019 \$1,000,000/Incident 3.000,000 PHSD1357012 Professional Liab. PHSD1357012 8/2/2018 8/2/2019 Aggregate- All Parts 1,000,000 E&O. EPL: \$1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Non-Profit Organization - Human Services CANCELLATION **CERTIFICATE HOLDER** 

State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301-3852

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



#### Tri-City Consumers' Action Co-Operative (Tri-City Co-Op) 55 Summer Street Rochester NH 03867

#### Mission Statement

A Peer Support Agency dedicated to providing an alternative, non-medical approach to wellness and recovery. We offer a non-judgmental, non-critical, safe, supportive and educational environment for individuals struggling and recovering with a variety of mental health issues. Staff and members share leadership and decision making. This agency is a place where people practice relational skills, patience, respect and tolerance for diversity. Members learn to see themselves as citizens of the greater community.

# TRI-CITY CONSUMERS' ACTION CO-OPERATIVE FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2018 and 2017

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#### ROWLEY & ASSOCIATES, P.C.

#### CERTIFIED PUBLIC ACCOUNTANTS

46 n. state street CONCORD, NEW HAMPSHIRE 03301 MEMBER TELEPHONE (603) 228-5400

AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

FAX # (603) 226-3532

MEMBER OF THE PRIVATE

COMPANIES PRACTICE SECTION

#### INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors Tri-City Consumers' Action Co-Operative Rochester, New Hampshire

We have audited the accompanying financial statements Tri-City Consumers' Action Co-operative (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2018 and 2017 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

#### Management's Responsibility for the Financial Statements

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

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our 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 of 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 opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-City Consumers' Action Co-Operative as of June 30, 2018 and 2017 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Rowley & Associates, P.C.

Rowle & Servicita, PC

Concord, New Hampshire

August 21, 2018

## TRI-CITY CONSUMERS' ACTION CO-OPERATIVE STATEMENT OF FINANCIAL POSITION JUNE 30, 2018 AND 2017

ASSETS	2018	2017
CURRENT ASSETS		
Cash, non-BMH refundable	\$ 4,765	\$ 1,048
Cash, BMH refundable	18,221	18,150
Accounts receivable	-	60
Prepaid expenses	2,507	4,913
Total Current Assets	25,493	24,171
PROPERTY AND EQUIPMENT, at cost		
Land	66,700	66,700
Building	223,300	223,300
Vehicles	42,500	42,500
Furniture and fixtures	18,116	18,116
Total property & equipment	350,616	350,616
Less accumulated depreciation	63,258	52,467
,	287,358	298,149
Total Assets	312,851	322,320
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	2,319	2,805
Accrued expenses	8,410	<b>7,</b> 975
Mortgage payable, current portion	5,836	5,567
Refundable BMH advance	18,221	18,150
Total Current Liabilities	34,786	34,497
LONG TERM LIABILITIES		
Mortgage payable, less current portion	219,726	225,384
Note payable - State of NH BMH	25,000 244,726	25,000 250,384
	277,720	20,000,
NET ASSETS	22.222	25 420
Unrestricted	33,339	37,439
Total Liabilities and Net Assets	\$ 312,851	\$ 322,320

## TRI-CITY CONSUMERS' ACTION CO-OPERATIVE STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS YEAR ENDED JUNE 30, 2018

	Unresticted		Temporarily sticted Restricted		Total	
REVENUES, GAINS AND OTHER SUPPORT						
Grant income	\$	184,466	\$	-	\$	184,466
Donations		2,918		-		2,918
Loss on disposal of fixed assets		814				814
Total support and revenue		188,198				188,198
PROGRAM EXPENSES						
Wages	\$	87,779	\$	-	\$	87,779
Payroll taxes		6,811		-		6,811
Employee benefits		7,508		-		7,508
Retirement plan expense		1,700		•		1,700
Office supplies		2,094		-		2,094
Building supplies		2,700		-		2,700
Food and other consumable supplies		668		**		668
Telephone and internet		3,672		-		3,672
Utilities		20,227		-		20,227
Insurance		9,811		-		9,811
Repairs and maintenance		4,641		-		4,641
Audit fees		5,480		-		5,480
Transportation and travel		6,772		-		6,772
Member training		5,229		-		5,229
Depreciation		10,791		-		10,791
Postage		816		-		816
Equipment rental		2,610		-		2,610
Interest expense		11,554		-		11,554
Miscellaneous		1,435		-		1,435
Total program expenses		192,298		-		192,298
Decrease in net assets		(4,100)	)			(4,100)
Net assets, beginning of year		37,439		-		37,439
Net assets, end of year	_\$	33,339		-	\$	33,339

## TRI-CITY CONSUMERS' ACTION CO-OPERATIVE STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS YEAR ENDED JUNE 30, 2017

	Unresticted		Temporarily Restricted		Total	
REVENUES, GAINS AND OTHER SUPPORT						
Grant income	\$	184,811	\$	-	\$	184,811
Donations		1,913		7,965		9,878
Total support and revenue		186,724		7,965	_	194,689
Net assets released from donor imposed restrictions		7,965		(7,965)		-
PROGRAM EXPENSES						
Wages	\$	90,878	\$	-	\$	90,878
Payroll taxes		7,909		-		7,909
Employee benefits		9,541		-		9,541
Retirement plan expense		1,700		-		1,700
Office supplies		1,463		-		1,463
Building supplies		1,644				1,644
Food and other consumable supplies		805		-		805
Telephone and internet		3,272		-		3,272
Utilities		15,556		-		15,556
Insurance		9,668		-		9,668
Repairs and maintenance		3,681		-		3,681
Audit fees		5,400		-		5,400
Transportation and travel		6,150		-		6,150
Member training		7,135		-		7,135
Depreciation		10,547		-		10,547
Postage		547		-		547
Equipment rental		3,089		-		3,089
Interest expense		12,077		-		12,077
Miscellaneous		730			_	730
Total program expenses		191,792			_	191,792
Increase in net assets		2,897		-		2,897
Net assets, beginning of year	_	34,542		<u>.</u>	_	34,542
Net assets, end of year	<u>\$</u>	37,439	\$	-		37,439

## TRI-CITY CONSUMERS' ACTION CO-OPERATIVE STATEMENTS OF CASH FLOWS YEARS ENDED JUNE 30, 2018 AND 2017

		2018	2017		
CASH FLOWS FROM OPERATING ACTIVITIES					
Increase (decrease) in net assets, current year	\$	(4,100)	\$	2,897	
Adjustments to reconcile excess of revenue and support					
over expenses to net assets provided by operating activities					
Depreciation		10,791		10,546	
(Increase) decrease in operating assets:					
Accounts receivable		60		465	
Prepaid expenses		2,406		216	
Increase (decrease) in operating liabilities:					
Accounts payable		(486)		(878)	
Accrued expenses		435		(1,814)	
Refundable BMH advance		71		(274)	
Net cash provided by operating activities		9,177		11,158	
CASH FLOWS FROM INVESTING ACTIVITIES					
Cash paid for purchase of property and equipment				(7,965)	
CASH FLOWS FROM FINANCING ACTIVITIES					
Net payments on mortgage payable		(5,389)		(4,865)	
Net cash (used) by financing activities		(5,389)		(4,865)	
Net increase (decrease) in unrestricted cash		3,788		(1,672)	
Unrestricted Cash, Beginning of Year		19,198	<del></del>	20,870	
Unrestricted Cash, End of Year	\$	22,986	\$	19,198	
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATI	ON				
Cash paid for interest	\$	11,554		12,077	

### TRI-CITY CONSUMERS' ACTION CO-OPERATIVE NOTES TO FINANCIAL STATEMENTS Years Ended June 30, 2018 and 2017

#### NOTE 1 NATURE OF ORGANIZATION

Tri-City Consumers' Action Co-Operative (the Co-op) is a nonprofit organization incorporated under the laws of the State of New Hampshire on December 30, 1994. The Co-op's purpose is to provide a peer support center for its members. Members include persons with professional or self-diagnosed mental illness issues. The goals of the Co-op are to enhance a path to recovery, independence and personal wellness by reducing crises due to symptoms of mental wellness issues. The center's focus is on teaching members mental wellness management skills.

The Co-op provides daily workshops in wellness management, individual peer assistance, telephone support, transportation, monthly newsletter and educational events designed to help members increase their mental wellness.

#### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the Co-op is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of the Co-op's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

#### **Basis of Accounting**

The financial records for the Co-op are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

#### **Financial Statement Presentation**

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

<u>Unrestricted net assets</u> are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. The Co-op had \$33,339 and \$37,439 in unrestricted net assets as of June 30, 2018 and 2017, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Co-op. The Co-op had no temporarily restricted net assets as of June 30, 2018 and 2017, respectively.

<u>Permanently restricted net assets</u> include those assets for which donor imposed restrictions stipulate that the asset be permanently maintained by the Co-op. The Co-op had no permanently restricted net assets as of June 30, 2018 and 2017.

# TRI-CITY CONSUMERS' ACTION CO-OPERATIVE NOTES TO FINANCIAL STATEMENTS Years Ended June 30, 2018 and 2017

#### NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Cash equivalents

For purposes of the statement of cash flows, the Co-op considers cash on hand, deposits in banks and investments to be cash equivalents.

### Support and revenue

The Co-op receives 98% of its income from the State of New Hampshire Department of Health and Human Services, Bureau of Behavioral Health in the form of grants. The remainder of its income is derived from donations, members and interest on saving accounts.

#### Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$10,791 and \$10,547 for the years ended June 30, 2018 and 2017, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Buildings & Improvements 15-39 Years
Furniture & Fixtures 7 Years
Office Equipment 5-7 Years
Vehicles 5 Years

#### Functional allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

#### Accounts Receivable

Accounts receivable are comprised of amounts due from customers for services provided. The Co-op considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

#### Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

# TRI-CITY CONSUMERS' ACTION CO-OPERATIVE NOTES TO FINANCIAL STATEMENTS Years Ended June 30, 2018 and 2017

# NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Income tax status

The Co-op is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

#### In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to the Co-op's program services. These services are not included in donated materials and services because the value has not been determined.

#### **Donated Materials and Services**

It is the intent of the Co-op to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2018 and 2017, there were no donated goods or services.

## NOTE 3 VACATIONS AND SICK PAY PAYABLE

The Co-op has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2018 and 2017 was \$1,111 and \$1,539, respectively.

### NOTE 4 EMPLOYEE TAX SHELTERED ANNUITY PLAN

The Co-op maintains a Section 403-b tax sheltered annuity plan for eligible employees. For the years ended June 30, 2018 and 2017 respectively, the Co-op contributed \$1,700 and \$1,700 to this defined contribution plan, respectively.

#### NOTE 5 REFUNDABLE BMH ADVANCE

Under the terms of the service agreement with the Bureau of Mental Health (BMH), a division of the State of New Hampshire's Department of Health and Human Services, The Co-op is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$18,221 and \$18,150 for the years ended June 30, 2018 and 2017, respectively.

# TRI-CITY CONSUMERS' ACTION CO-OPERATIVE NOTES TO FINANCIAL STATEMENTS Years Ended June 30, 2018 and 2017

#### NOTE 6 TAX EXEMPT STATUS

The Co-op is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2017, 2016, and 2015 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

#### NOTE 7 FAIR VALUE MEASUREMENTS

Fair values of assets measured on a recurring basis at June 30 are as follows:

		Significant Other Observable	
	Fair <u>Value</u>	Inputs <u>Level (2)</u>	
2017 Accounts Receivable	<u>\$ 60</u>	<u>\$ 60</u>	

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

#### **NOTE 8 SUBSEQUENT EVENTS**

Management has evaluated subsequent events through August 21, 2018, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

# TRI-CITY CONSUMERS' ACTION CO-OPERATIVE NOTES TO FINANCIAL STATEMENTS Years Ended June 30, 2018 and 2017

# NOTE 9 LONG TERM DEBT

Long-term debt consisted of the following as of June 30:	2018	<u>2017</u>
Mortgage payable to a bank in monthly installments of \$1,412 including principal and interest beginning September 2015. Mortgage has a fixed interest rate of 4.99% for the first five years followed by an adjustable rate for the remainder of the loan. The note is secured by a mortgage on real estate and matures September 2035.	\$225,562	\$230,951
Note payable, State of NH BMH with no monthly Installments and no interest accrued. The note is secured by a second mortgage on real estate. The maturity of the note is contingent upon the sale of the real estate.	25,000	_25,000
Total	250,562	255,951
Less current portion Long-term debt	<u>5,836</u> \$244,726	5,567 \$250,384
Future maturities of long-term debt at June 30 are as follows:		
2019 2020 2021 2022 2023	\$ 5,836 6,134 6,447 6,776 7,122	
Thereafter	<u>218,247</u> \$250,562	

## ROWLEY & ASSOCIATES, P.C.

#### CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301

MEMBER TELEPHONE (603) 228-5400

MEMBER OF THE PRIVATE

AMERICAN INSTITUTE OF FAX # (603) 226-3532
CERTIFIED PUBLIC ACCOUNTANTS

COMPANIES PRACTICE SECTION

# INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors Tri-City Consumers' Action Co-Operative Rochester, New Hampshire

Our report on our audit of the basic financial statements of Tri-City Consumers' Action Co-Operative as of and for the years ended June 30, 2018 and 2017 our report dated August 21, 2018, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, P.C.

Concord, New Hampshire

Rowlp a Servictor, PC

August 21, 2018

# TRI-CITY CONSUMERS' ACTION CO-OPERATIVE STATEMENTS OF ACTIVITIES BY STATE APPROVED BMH FUNDS YEAR ENDED JUNE 30, 2018

		Approved MH Funds	Non-B	MH Funds	Total
REVENUES, GAINS AND OTHER SUPPORT					
Grant income, current year, less surplus of \$3,025	\$	181,512	\$		\$ 181,512
Grant income, released from reserve		2,954		-	2,954
Donations		-		2,918	2,918
Other income		800		14	814
Total support and revenue		185,266		2,932	 188,198
EXPENSES					
Wages	\$	87,779	\$	_	\$ 87,779
Payroll taxes	•	6,811	•	_	6,811
Employee benefits		7,508		_	7,508
Retirement plan expense		1,700		_	1,700
Office supplies		2,094		-	2,094
Building supplies		2,700		_	2,700
Food and other consumable supplies		668		-	668
Telephone and internet		3,672		_	3,672
Utilities		20,227		<b></b>	20,227
Insurance		9,811			9,811
Repairs and maintenance		3,011		1,630	4,641
Audit fees		5,480		•	5,480
Transportation and travel		6,772		-	6,772
Member training		5,229		_	5,229
Depreciation		, 		10,791	10,791
Postage		816		· -	816
Equipment rental		2,610	,	_	2,610
Interest expense		11,554			11,554
Miscellaneous		1,435			1,435
Total expenses		179,877		12,421	192,298
Increase (decrease) in net assets		5,389		(9,489)	(4,100)
BMH funds allowed for debt reduction		(5,389)		5,389	 <u>.</u>
Net Assets, Beginning of Year		<u></u>	<del>u</del>	37,439	 37,439
Net Assets End of Year	\$	-	<u>s</u>	33,339	\$ 33,339



# TRI-CONSUMERS' ACTION CO-OPERATIVE BOARD OF DIRECTORS May 16, 2019

#### PRESIDENT Sharon Reynolds

Joined on: 05-19-2009

Term #: 4

Term length: 3 years Expiration: 03-07-2021

# VICE-PRESIDENT Kathy Downing

Joined on: 08-25-2008

Term #: 4

Term length: 3 years Expiration: 04-09-2020

# TREASURER

Lawrence Fitzgerald

Joined on 01-27-2016

Term #: 2

Term Length: 3 years Expiration: 1-27-2022

#### SECRETARY Barbara Holstein

Joined on 7-25-2018

Term #1

Term Length: 3 years Expiration: 7-25-2021

#### Diana Bastian

Joined on: 2-24-2016

Term #: 2

Term Length: 3 years Expiration: 02-24-2022

#### Heather Bushby

Joined on 08-26-2015

Term #: 2

Term Length: 3 years Expiration: 08-26-2021

#### human

Joined on 9-26-2018

Term #: 1

Term Length: 3 years Expiration: 09-26-2021

#### Michelle Donovan

Living Innovations Joined on: 11-10-2010

Term #: 3

Term length: 3 years Expiration: 11-21-2019

#### Denise LaFrance

Joined: March 24, 2019

Term#: 1

Term Length: 3 years Expiration: 3-24-2022

#### Elaine Weatherbee

Joined on: 03-07-2012

Term #: 3

Term length: 3 years Expiration: 03-07-2021

#### EXECUTIVE DIRECTOR

Martha Jo Hewitt

(W) 948-1043

(W) 948-1036

(F) 948-1047

#### MARTHA JO HEWITT

#### Management .... Operations & Planning .... Administration & Support

Professional capable of immediate impact on an organization's issues, with respect to the planning, coordination and implementation of programs and activities in support of organizations' mission, strategic and organizational planning, program/project management, staff development and training, operations and administration.

#### **Summary of Qualifications**

Advanced Degree in Business Administration with extensive professional domestic and international experience in administration and planning, performance analysis, program/project management, building partnerships and alliances, staff development and training, business operations and administration. Bottom line administrator with a solid track record for increasing operational efficiency, generating costs savings and improving administrative and operational procedures. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed and implemented policies and procedures with respect to strategic and organizational planning, administrative operations and support programs, program/project management and planning, productivity improvements, operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done.

Expertise and knowledge in areas such as:

- Management/Operations

- Program/Project Development

- Budget Development/Implementation -

- Needs Assessment/Evaluation

- Strategic/Organizational Planning

- Planning & Scheduling

- Training & Education

Performance Analysis - Facilitator

- Community Relations

- Staff Development

- Policy Design

- Team Building

- Cost Controls

- Computer Proficient

#### Selected Accomplishments

**Rebuilding** a small state funded Peer Support Agency. Developing fundraising and grant opportunities, establishing and maintaining relationships with like agencies, creating new programs, maintaining a leased facility, working directly with the members; while working within the framework of a state contract. Collaborating with organizations to provide needed services for members of the agency. Working with a board to establish the vision and goals of the agency and then implementing those goals.

Created and Balanced an organizational budget of between \$750,000.00 and \$780,000.00. Researched, submitted and received grant moneys from individuals and corporations. Initiated and directly involved with successful fundraising events. I like to think outside the box.

**Developed** and **Implemented** a new training program from "scratch" for a team-based organization of over 50 employees, covering 17 different job classifications in 14 locations. Instituted the administrative function of the training effort,

#### Professional Experience

#### TRI-CITY CONSUMERS' ACTION CO-OPERATIVE, Rochester NH

#### **Executive Director**

- Manage the business operations of a state funded non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Providing confidential services for members in crisis, addressing problematic member behavior and determining the proper course of action that complies with policies and procedures.
- Responsible for 4 full/part time employees and interns.
- Overseas a yearly budget that complies with the NH Bureau of Behavioral Health federal block grant and other funding source guidelines.
- Attend monthly board meetings and implement the vision and goals established by the board.

#### COCHECO VALLEY HUMANE SOCIETY, Dover NH

### 2007 - 2011

2012 -

#### **Executive Director**

- Manage the business operations of a private non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Restructuring the organization in preparation for a capital campaign and a move to a new state of the art facility.
- Responsible for 30 full and part time employees and over 250 volunteers
- Work with the Board of Directors in defining the direction and vision of the organization.

#### AMERICAN RED CROSS - GREAT BAY CHAPTER, Newington, NH

#### 2005-2006

### Director of Health and Safety

- Supervised the operational and administrative efforts of over 250 volunteer Instructors.
- Responsible and accountable for those activities conducted within the chapter's jurisdiction in supporting 39 communities.
- Created innovated techniques to streamline daily operations. Responded to all health and safety queries in accordance with chapter and national policies and procedures.

#### THE CALUMET GROUP, Seoul, South Korca

#### 2002-2004

#### Project Director (2003-2004)

- Managed a staff of 50 employees and a \$1.5 million budget. Responsible for the management of an overseas Department of Defense Umbrella Contract for the Calumet Group.
- Established and maintained strong lines of communication with the President of the company, the home office in the United States, and 14 offices throughout the Korean Peninsula.
- Managed a highly successful effort to develop and align the capabilities of this Department of Defense contractor providing social service support to soldiers and their families and ensuing compliance with DOD guidelines and regulations.

#### Project Trainer (2002-2003)

Developed, implemented and managed The Right Start Training Program. This was an internal training curriculum of The Calumet Group.

- Monitored the training needs and future goals of over 50 employees, covering 17 different job classifications in 14 locations.
- Processed all new employees on the policies and procedures of the company, as well as the job responsibilities, based on the government contract.

#### AMERICAN RED CROSS (ARC)

1994-2002

#### Service Center Coordinator - Central LA Chapter, Ft. Polk, LA (2000-2002)

- Managed a staff of 15 volunteers and was responsible for providing American Red Cross services to both military and civilian communities as an extension of the Central Louisiana Chapter.
- Organized and trained volunteers, to include youth, to be members of Disaster Action Teams, able to respond to single family fires and natural/manmade disasters.
- Promulgated the American Red Cross image by spearheading successful fund-raising activities yielding monies to maintain critical services throughout the community.

Previous positions with American Red Cross included Associate, Emergency Field Operations ARC Headquarters, Station Chairman, ARC Ft. Carson, CO, Director, Human Resources & Education and Director of Volunteer Services at the American Red Cross Alexandria VA Chapter.

#### **Education & Training**

Master of Science in Business Administration, Boston University

Bachelor of Science, Pre-Veterinarian Medicine, University of New Hampshire

Associate of Arts, Liberal Arts, Colby Sawyer College

<u>Tri-City Consumers' Action Co-Operative:</u> Intentional Peer Support, Wellness, Recovery Action Plan (WRAP), Defensive Driving, Sexual Harassment, Recovery Coach and Trainer, Crisis Prevention and Intervention Training, WarmLine Training, Co-Supervision, Chairperson of NH Peer Voice, PSA Executive Directors and NH mental Health Planning and Advisory Council.

Cocheco Valley Humane Society: Coaching Skills for Managers and Supervisors, Small Animal Handling training, Leadership Scacoast, Animal Sheltering Workshop and Drill

American Red Cross: Instructor Trainer - Health and Safety courses, Instructor - Disaster Services,

Personnel Practices for Supervisors, Armed Forces Emergency Services courses, Paid and Volunteer Staff Relationships, Health and Safety Administrator Training, previous DAT member, ERV qualified and NIMS training

The Calumet Group: Assertiveness Training, Customer Service, EEO/Prevention of Sexual Harassment, Problem Solving, Stress Management,

#### Additional Training:

CERT Trained Notary Public

#### Catherine Allen

#### **Core Qualification**

- 15 plus years of experience in Human services field
- Highly skilled to support individuals with Behavioral challenges
- Sound written and oral communication skills
- Superior knowledge of community resources

### Experience

2011-Current

**Community Partners** 

Dover, NH

# Youth Transition Program Manager

- Assist At Risk Youth with disabilities in obtaining their High School Certificate of Completion/Diploma
- Develop behavior plans for youth struggling with at risk behavior
- · Identifying and teaching coping skills to Youth
- · Develop, and maintain Performance Contracts for each student; revise as needed
- Prepare, or assist in the preparation, of required student reports
- Work closely with community organizations, state and local job services, youth service departments, school systems, and related national, state and local service providers
- Provide guidance to Youth in the area of educational and vocational goals and objectives
- Serve as an advisor and positive role model for assigned students
- Ensure all students receive academic, vocational, behavioral, and learning styles assessments
- Conduct home and school visits when necessary and based on student needs.
- Collaborate with the team to develop, maintain and manage the Youth Transition Program
- Collaborate with local schools to provide alternative programming
- Ensure Coaches receive adequate training and are completing agency required trainings on a timely basis.
- Assist in staff development and encourage Coaches to identify their own career & professional goals.
- Conduct coach reviews and evaluations.
- Facilitate regularly scheduled staff meetings for the Youth Transition Program team.
- Attend IEP/ISA and other meetings for students/individuals enrolled in the program
- Provide ongoing monitoring of the goals & objectives outlined in the student's Individual Education Plan and/or Individual Service Agreement.
- Engage entire support networks (family, school, community, Area Agency & others) to assess
  the need for long-term supports and help student/individual & family develop a sustainable
  plan for the future in Adult Services.
- Provide Employment development services to students which includes the following resume building, mock interviews, identifying challenges/barriers, organization skills, employment application process

- Collaborate with VR to provide vocational services to students
- Assist students in creating an employment portfolio and power point presentation
- Assist with travel training when student needs to utilize public transportation, taxi's and Uber
- Assist students in developing social skills, increasing soft skills, and how to appropriately handle challenges throughout their day
- Maintain a whole life approach when developing programs
- Assist students in developing skills to self-advocate within their home, school and work environment
- Develop and coordinate all activities for youth transition summer camps
- Address concerns expressed by family members, school districts and/or VR
- Create task analysis, teaching tools, maintain weekly notes and Monthly notes for each individual
- Assist with the identification and accessing alternative funding for students/individuals to meet support needs when necessary
- Build and maintain relationships with area business to assist in internships/employment for students
- Create all marketing material for the Youth Transition Program

## **Autism Paraprofessional**

- Implement teaching strategies to individuals with Autism Spectrum Disorder
- Teach young children with autism in their homes and/or childcare settings
- Work with a team of professionals to support families/caregivers with questions or concerns
- Assist family/caregivers in children's daily living skills(i.e.) potty training, feeding, hand and eye coordination, social skills, picture recognition and generalizing
- Refer families to community resources as needed (i.e.) food pantries, homeless shelters,
   TANF, clothing charities etc.
- Collect data about child's progress and behavior using the Early Start Denver Model
- Enforce behavior management plans using visual schedules, step by step charts etc.
- Carry out child's goals originating from the IFSP, 10 hours a week with each child
- Write objective home visit notes on children's progress during scheduled visit
- Use PECS as a teaching tool to assist children with communicating
- Individualize each session to meet the child's needs and goals

March 2014- August 2014

Home base Collaborative

Dover, NH

# Parent Health Educator (per diem)

- Supervise court order visitation for families with children in Foster care
- Advocate for families and children by assisting in finding community activities
- provide families with community resources (i.e.)volunteer work, employment, and funding
- Support biological parent's in learning and improving parenting skills
- Ensure guidelines are followed during visits to ensure safety of all participants
- Assist family/caregivers in children's daily living skills (i.e.) providing structure environment, hygiene, discipline, appropriate dietary needs and budgeting

 Prepare and maintain timely and thorough documentation of case records including progress notes, detailed notes to the court about visits including areas of improvement and areas of concern

2010-2011

One Sky Community Services

Portsmouth, NH

# **Direct Support Professional**

- Supported the family by addressing the families concerns and questions
- Participated in ISP meetings, as well as worked alongside the family and team to create goals
- Researched activities, events, and volunteer employment for individual to meet goals
- Worked as a team with the family to ensure proper care for their daughter
- Completed proper paperwork for the program, attendance, and monthly notes
- Provided respite care for the family to maintain work-life balance for families
- Experience supporting individuals with G tubes, colostomy bags, and personal care
- Assisted adults and children with disabilities in community/home based programs
- Worked as a team to maintaining behavioral management plans for individuals
- Advocated for individuals in ISP and IEP Meetings to ensure Individuals need were met
- Created and maintained goals with my team according to individual needs (i.e.)employment, social skills, emotional regulations and self –advocacy)
- Supported individuals in finding and maintaining employment that matched their abilities
- Advocated on a daily basis for individuals with disabilities in the community, school meetings, within the residential placement, as well as in team meeting

# **Trainings and Certificates**

- Youth Mental Health CPR
- Renew Training
- CPR Certification

# Education

2016-In Progress

Antioch University

Keene, NH

In Progress- MS in Clinical Mental Health Counseling

2012-2015

Franklin Pierce College

Portsmouth, NH

Degree Obtained: Associates Degree in Human Service

1991-1995

Somersworth High School

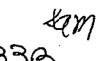
Somersworth, NH

Obtained: High School Diploma

# CONTRACTOR NAME

# Key Personnel

this Contract	% Paid from this Contract	Salary	Job Title	Name
\$40,019.20	100%	\$40,019,20	Executive Director	Martha Jo Hewitt
\$27,300.00	<del></del>	\$27,300.00	Program Coordinator	Cathy Ailen
			<del>-</del>	
_	20070			





Jeffrey A. Meyers Commissioner

> Katja S. Fox Director

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

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

May 16, 2018

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

#### REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to exercise renewal options to agreements with the vendors listed below to continue providing peer support services to adults with mental illness, by increasing the price limitation by \$2,760,679 from \$5,520,158 to \$8,280,837, and by extending the contract completion dates from June 30, 2018 to June 30, 2019, effective upon approval by the Governor and Executive Council. Funding is 55.45%Federal, 44.55% General Funds
- Upon approval of Request #1, authorize the Department to process advance payments of up to a maximum of one-twelfth (1/12th) of each contract price limitation for State Fiscal Year 2019.

The original contract was approved by the Governor and Executive Council on June 29, 2016 (Item #23), and amended on June 21, 2017 (Item #38).

Vendor	Location	Current Amount	Increase Amount	Revised Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644	\$244,822	\$734,466
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156	\$382,078	\$1,146,234
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758	\$339,379	\$1,018,137
Monadnock Area Peer Support Agency	Keene, NH	\$528,228	\$264,114	\$792,342
On the Road to Recovery, Inc.	Manchester, NH	\$885,716	\$442,858	\$1,328,574
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690	\$378,345	\$1,135,035
The Alternative Life Center	Conway, NH	\$1,047,752	\$524,476	\$1,572,228
Tri-City Consumers' Action Co- operative	Rochester, NH	\$369,214	\$184,607	\$553,821
	Totals	\$5,520,158	\$2,760,679	\$8,280,837

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Funds are available in State Fiscal Year 2019 with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

#### Please see attached financial detail.

#### **EXPLANATION**

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that 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.

Peer support services teach wellness self-management, and provide outreach through face-to-face meetings, or telephone calls, to provide continued support to individuals who may not be able to attend face-to-face peer support service meetings. Telephone peer support services are available statewide to assist individuals who may experience mental health crises during hours when the contractors' agencies are closed for business. These eight (8) Peer Support Agency contractors expect to serve a total of 3,990 individuals through these contract amendments.

Contractors produce a monthly newsletter to inform members, participants, community mental health centers, community organizations, and the public about services and ongoing activities at the agency. Activities include skills trainings and educational events for members to learn about topics such as symptom management and how to navigate services, local education and community outreach efforts around stigma, wellness, and recovery, and meetings with other human service providers to facilitate appropriate referrals. The newsletters and documentation of monthly trainings, educational meetings, and community outreach events are submitted on a monthly basis to the Department.

The DHHS conducts a review of all contracted Peer Support Agency policies and procedures to ensure they are all up to date, on file, and meet expectations of the contract. Ongoing tracking and oversight is maintained by the Department. Contractors produce quarterly statistical data reports that are submitted to the Department based on contract deliverables. Monthly reports are submitted that include a list of trained staff and trainings they have completed, service utilization data, program activity data, revenue and expense by cost and program category, a Capital Expenditure Report, an Interim Balance Sheet, a Profit and Loss statement, and all Board Meeting Minutes. If items are not being met a corrective action plan is required. The Contractor also prepares an annual report for presentation to the Department and Mental Health Planning and Advisory Council. Each contractor undergoes a bi-annual quality improvement review and participates in ongoing monitoring and reporting based on these reviews. Each contractor conducts member satisfaction surveys as requested by the department and at any time the contractor is found out of compliance, the agency has 30 days to submit a corrective action plan to ensure compliance is regained.

Approval of the advance payment for each of the eight (8) contractors will allow them to continue to cover operating expenses. If approved, the total advance payment amount will not exceed \$331,281. The funds will be used to cover day to day costs that include payroll and

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occupancy. 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 communication with these agencies and monitors their financial status on an ongoing basis.

Language in the eight (8) contracts reserves the Department's right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of the contractors, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, 3,990 individuals may not have access the valuable support that they rely on to manage their symptoms of mental illness. Some individuals may require a higher level of service, including hospitalization, should these peer support services become unavailable.

Area served; Statewide.

Source of funds: 44.55% 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) SM010035-18

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

	MENTAL HEALTH BLOCK GI	100% Federal Fi	unds		
	<del></del>	Activity Code: 922		<del></del>	
he Alternative Life Center	·	1 021		· · ·	·
Vendor # 068801		<del></del>	· ·		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$290,154	50	\$290,15
2,018	Contracts for Prog Svs	102-500731	\$290,154	\$0	\$290,15
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	3
Subtotal			\$580,308	50	\$580,30
	- <u>-</u>			<del></del>	
The Stepping Stone Drop-I Vendor # 157967	n Center Association	<del>  </del>			
AEUGOL # 131.401	<del> </del>	<del>                                   </del>			Profession 4 Profession
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,79
2,018	Contracts for Prog Sys	102-500731	\$209,790	\$0	\$209,79
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal	<u> </u>	<u> </u>	\$419,580	\$0	\$419,58
akes Region Consumer A	duianes Bannel	<del> </del>			* +
/endor # 157050	UVISORY BOARS	<del> </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$188,18
2,018	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$188,18
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal			\$376,366	\$0	\$376,36
flonadnock Area Peer Sup	****	<u> </u>	<del></del>	·	
/endor# 157973	port Agency				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2,017	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,44
2,018	Contracts for Prog Sys	102-500731	\$146,449	\$0	\$146,44
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	\$
Subtotal-			\$292,898	\$0	\$292,89
.E.A.R.T.S. Peer Support	Center of Greater Nashua Re	gion VI	<u> </u>		
endor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$211,860	\$0	\$211,86
2,018	Contracts for Prog Sys	102-500731	\$211,860	\$0	\$211,86
2,019	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Pilog Sys	102-300131		<b>3</b> UI	\$

Vendor # 158839	<u> </u>		· · ·		······································
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562	so	\$245,5
2,018	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,5
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	
Subtotal	<u> </u>	]	\$491,124	şo	\$491,1
Connections Peer Support	Center			<del></del>	
Vendor # 157070		† <del>-</del>			· · · · · · · · · · · · · · · · · · ·
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$135,751	so	\$135,7
2,018	Contracts for Prog Svs	102-500731	\$135,751	- <del> </del>	\$135,7
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	
Subtotal			\$271,502	\$0	\$271,5
Tri-City Consumers' Action	Co-operative	1 1	<del></del>	····	
Vendor # 157797	1	· <del> </del>		<del></del> _	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2,017	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,3
2,018	Contracts for Prog Svs	102-500731	\$102,362	\$0	5102,3
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	***
Subtotal			\$204,724	\$0	\$204,7
SUB TOTAL			\$3,060,222	\$0	\$3,060,2
05-95-92-920010-7011 HEA	LTH AND SOCIAL SERVICES OF BEHAVIOR		MAN SVCS DEPT OF, SUPPORT SERVICES		HEALTH DIV OF, D
<del></del>				<u> </u>	
		100% General F	unds		·
<del></del> -				<u> </u>	·
The Alternative Life Center	<u> </u>	100% General F Activity Code: 922			
The Alternative Life Center Vendor # 068801					
Vendor # 068801 State Fiscal Year	Class Title	Activity Code: 922 Class Account	07011 Current Budget	Amount Increase/ (Decrease)	Revised Budget
Vendor # 068801 State Fiscal Year 2,017	Class Title Contracts for Prog Svs	Class Account	07011 Current Budget \$233,122	(Decrease) \$0	Amount
Vendor # 068801  State Fiscal Year  2,017  2,018	Class Title Contracts for Prog Svs Contracts for Prog Svs	Activity Code: 922  Class Account  102-500731  102-500731	07011  Current Budget  \$233,122 \$233,122	(Decrease) \$0	-
Vendor # 068801  State Fiscal Year  2,017  2,018  2,019	Class Title Contracts for Prog Svs	Class Account	07011  Current Budget \$233,122 \$233,122 \$50	(Decrease) \$0 \$0 \$0	Amount \$233,1 \$233,1
Vendor # 068801  State Fiscal Year  2,017  2,018	Class Title Contracts for Prog Svs Contracts for Prog Svs	Activity Code: 922  Class Account  102-500731  102-500731	07011  Current Budget  \$233,122 \$233,122	(Decrease) \$0	Amount \$233,1
Vendor # 068801  State Fiscal Year  2,017  2,018  2,019	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	Activity Code: 922  Class Account  102-500731  102-500731	07011  Current Budget \$233,122 \$233,122 \$50	(Decrease) \$0 \$0 \$0	Amount \$233,1 \$233,1
Vendor # 068801  State Fiscal Year  2,017  2,018  2,019  Sublotal	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	Activity Code: 922  Class Account  102-500731  102-500731	07011  Current Budget \$233,122 \$233,122 \$50	(Decrease) \$0 \$0 \$0	Amount \$233,1 \$233,1
Vendor # 068801  State Fiscal Year  2,017 2,018 2,019 Subtotal  The Stepping Stone Drop-In	Class Title  Contracts for Prog Svs  Contracts for Prog Svs  Contracts for Prog Svs	Activity Code: 922  Class Account  102-500731  102-500731	07011  Current Budget \$233,122 \$233,122 \$50	(Decrease) \$0 \$0 \$0	Amount \$233,1 \$233,1 \$486,2
Vendor # 068801  State Fiscal Year  2,017 2,018 2,019 Subtotal  The Stepping Stone Drop-Invendor # 157967	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Center Association  Class Title Contracts for Prog Svs	Glass Account 102-500731 102-500731	Current Budget \$233,122 \$233,122 \$0 \$466,244  Current Budget	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	### Amount \$233,1 \$233,1 \$233,1 \$486,2 ####################################
Vendor # 068801  State Fiscal Year  2,017 2,018 2,019 Subtotal  The Stepping Stone Drop-In Vendor # 157967  State Fiscal Year  2,017 2,018	Class Title  Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Contracts for Prog Sys Center Association  Class Title	Class Account 102-500731 102-500731 102-500731 Class Account	Current Budget \$233,122 \$233,122 \$0 \$466,244	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0 \$0 Amount Increase/	### Amount \$233,1 \$233,1 \$233,1 \$486,2 ####################################
Vendor # 068801  State Fiscal Year  2,017 2,018 2,019 Subtotal  The Stepping Stone Drop-In Vendor # 157967  State Fiscal Year 2,017	Class Title  Contracts for Prog Svs Contracts for Prog Svs Contracts for Prog Svs Center Association  Class Title Contracts for Prog Svs	Class Account 102-500731 102-500731 102-500731 102-500731	Current Budget \$233,122 \$233,122 \$23466,244  Current Budget \$168,555	(Decrease) \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0	### Amount \$233,1 \$233,1 \$233,1 \$233,1 \$486,2 ####################################

### Financial Details for Peer Support Services

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Lakes Region Consumer A	dvisory Board		<u> </u>		
Vendor # 157060	<del> </del>	<del> </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$151,196	\$0	\$151,19
2,018	Contracts for Prog Sys	102-500731	\$151,196	\$0	
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$
Subtotal	<u>.                                    </u>		\$302,392	\$0	\$302,39
Monadnock Area Peer Sup	nort Agency	<del>                                     </del>	r		
Vendor # 157973	Polit Agency	<u> </u>		<del></del>	<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$ 117,665	\$ -	\$ 117,665
2,018	Contracts for Prog Sys	102-500731	\$ 117,665	\$ -	\$ 117,665
2,019	Contracts for Prog Svs	102-500731	\$ -	5	\$
Subtotal		<u> L                                     </u>	\$ 235,330	\$ -	\$ 235,330
UEADTE Dan Guna					·
Vendor # 209287	Center of Greater Nashua Re	Groun Ar		<del></del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/	Revised Budget
2.047	Contracts to Data Data	400 500304	0470.040		Amount
2,017 2,018	Contracts for Prog Svs Contracts for Prog Svs	102-500731 102-500731	\$170,218	\$0	\$170,218
2,019	Contracts for Prog Sys	102-500731	\$170,218	\$0	\$170,21
Subtotal	Contracts for Prog SVS	102-500751	\$0 \$340,436	\$0 \$0	\$340.430
	·· <b>·</b>	<del>-1</del>	404-101-00	<b>J</b> 0	<del> </del>
On the Road to Recovery, I	nc.				
Vendor # 158839			<u></u>		
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$197 <u>,296</u>	\$0	\$197,298
2,018	Contracts for Prog Svs	102-500731	\$197,295	\$0	\$197,296
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
Subtotal	<del> </del>	<u> </u>	\$394,592	\$0	\$394,592
Connections Peer Support	Center	<u> </u>			<del></del>
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,071
2,018	Contracts for Prog Sys	102-500731	\$109,071	\$0	\$109.071
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$100,051
Subtotal			\$218,142	\$0	\$218,142
Tel City Consumption   Action	Cananata	<del></del>			
Tri-City Consumers' Action Vendor # 157797	Co-operative	<del> </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$82,245	\$0	\$82,245
2,018	Contracts for Prog Svs	102-500731	\$82,245	\$0	\$82,245
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$154,490	\$0	\$164,490
SUB TOTAL	<del></del>	<u> </u>	€5 4E6 ≯0A		80 4F0 WA
JOD TOTAL			\$2,458,736	\$0	\$2,458,736
05-95-92-922010-4118	HEALTH AND SOCIAL SERVI BUREAU OF MENTAL	ICES, HEALTH AND HEALTH SERVICE: 100% General F	S, PEER SUPPORT SE	OF, HHS: BEHAVIOR ERVICES	AL HEALTH DIV,
		Activity Code: 92:			
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0		

# Financial Details for Peer Support Services

Subtotal	<u> </u>		\$0	\$233,122	\$233,12
The Stepping Stone Drop-I	n Center Association				
Vendor # 157967	ļ	ļ			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	
2,018	Contracts for Prog Svs	102-500731	\$0		5
2,019	Contracts for Prog Svs	102-500731	\$0	\$168,555	\$168,55
Subtotal			\$0		\$168,55
Lakes Region Consumer A	dvisory Board	<del>T</del>	· · · · · · · · · · · · · · · · · · ·		
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	1	S
2,018	Contracts for Prog Svs	102-500731	\$0		\$
2,019	Contracts for Prog Svs	102-500731	\$0		\$151,19
Subtotal			\$0		\$151,19
Monadnock Area Peer Sup	port Agency	I			
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget
2,017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$
2,018	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$
2,019	Contracts for Prog Sys	102-500731	\$ -	\$ 117,665	\$ 117,665
Subtotal	OOM GOOD FOR TOO OTO	102-300701	\$ -	\$ 117,665	\$ 117,665
	Center of Greater Nashua Re	glon Vi			
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,018	Contracts for Prog Svs	102-500731	50	\$0	\$
2,019	Contracts for Prog Svs	102-500731	\$0	\$170,218	\$170,21
Subtotal			\$0	\$170,218	\$170,21
On the Road to Recovery, I	πc.	· -		,	
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	5
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731	\$0	\$197,296	\$197,29
Subtotal			\$0	\$197,296	\$197,29
Connections Peer Support	Center				
Vendor # 157070	<u> </u>				
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$1
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$1
		400 500724	\$0	\$109,071	\$109,07
2,019	Contracts for Prog Sys	102-500731		4 .4	
	Contracts for Prog Sys	102-500731	\$0	\$109,071	\$109,07 <sup>4</sup>
2,019 Subtotal		102-800731	\$0		\$109,07
2,019 Subtotal  Tri-City Consumers' Action		102-500731	\$0		\$109,07
2,019 Subtotal  Tri-City Consumers' Action		Class Account	\$0 Current Budget	\$109,071 Amount Increase/	Revised Budget
2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year	Co-operative Class Title	Class Account	Current Budget	\$109,071  Amount Increase/ (Decrease)	Revised Budget Amount
2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017	Co-operative  Class Title  Contracts for Prog Svs	Class Account	Current Budget	\$109,071  Amount Increase/ (Decrease)	Revised Budget Amount
2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017 2,018	Co-operative  Class Title  Contracts for Prog Sys  Contracts for Prog Sys	Class Account 102-500731 102-500731	Current Budget \$0 \$0	\$109,071  Amount Increase/ (Decrease) \$0	Revised Budget Amount \$6
2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017	Co-operative  Class Title  Contracts for Prog Svs	Class Account	Current Budget \$0 \$0 \$0	\$109,071  Amount Increase/ (Decrease)  \$0  \$0  \$82,245	Revised Budget Amount \$0 \$0 \$82,245
2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017 2,018 2,019	Co-operative  Class Title  Contracts for Prog Sys  Contracts for Prog Sys	Class Account 102-500731 102-500731	Current Budget \$0 \$0	\$109,071  Amount Increase/ (Decrease) \$0	Revised Budget Amount \$( \$( \$82,245)
2,019 Subtotal  Tri-City Consumers' Action Vendor # 157797 State Fiscal Year 2,017 2,018 2,019	Co-operative  Class Title  Contracts for Prog Sys  Contracts for Prog Sys	Class Account 102-500731 102-500731	Current Budget \$0 \$0 \$0	\$109,071  Amount Increase/ (Decrease)  \$0  \$0  \$82,245	_

# Financial Details for Peer Support Services

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		100% Federal F	unds		
2/ 1/2	- · ·	Activity Code: 922	204120		
The Alternative Life Center	*	·			
Vendor # 058801			<u> </u>		<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731		\$0	
2,018 2,019	Contracts for Prog Svs	102-500731	\$0	\$0,	
Subtotal	Contracts for Prog Svs	102-500731		\$290,154 \$290,154	\$290,15
		_11	\$U	\$290,134	\$290,15
The Stepping Stone Drop-In Vendor # 157967	Center Association				
	<del></del>	<del></del>		Amount Increase/	Revised Budget
State Fiscal Year	Class Title	Class Account	Current Budget	(Decrease)	Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Sys	102-500731	\$0	\$209,790	\$209,79
Subtotal			\$0	\$209,790	\$209,79
Lakes Region Consumer Ad	visoru Board	<del>                                     </del>		·	
Vendor # 157060	visory board				<del>,</del>
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	
2,019	Contracts for Prog Sys	102-500731	\$0	\$188,183	\$188,18
Subtotal			\$0	\$188,183	\$188,18
Monadnock Area Peer Suppo	ort Agency	<u> </u>			
Vendor # 157973				. <u> </u>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	. \$
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,019 Subtotal	Contracts for Prog Svs	102-500731	\$0	\$146,449	\$146,44
Subtotal	·		\$0	\$146,449	\$146,44
H.E.A.R.T.S. Peer Support Co	enter of Greater Nashua Ro	aion VI			
Vendor # 209287	onto of oreater Hastina Ne	91011 41		<u> </u>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731	\$0	\$211,860	\$211,86
Subtotal		<u></u>	\$0	\$211,860	\$211,86
	<del></del> .				<del>-</del>
On the Road to Recovery, Inc Vendor # 158839	C	↓			
VBNDGF# 158839		<del> </del>			
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Sys	102-500731	\$0	\$0	\$
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Svs	102-500731	\$0	\$245,562	\$245,56
Subtotal		<u> </u>	\$0]	\$245,562	\$245,56
Connections Peer Support C	ente r	<del>                                     </del>			<del></del>
/endor # 157070		<del>  </del>		<del>-</del>	
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$(
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	
2,019	Contracts for Prog Sys	102-500731	\$0	\$135,751	\$135,75
Subtotal			\$0		

dor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	S
2,018	Contracts for Prog Sys	102-500731	\$0	\$0	\$
2,019	Contracts for Prog Svs	102-500731	\$0	\$102,362	\$102,36
Subtotal			\$0	\$102,362	\$102,36
	,		<del></del>		<del></del>
TOTAL	Į	l I	\$0	\$1,530,111	\$1,530,111

	90	% Other Funds/ 20% G	eneral Funds		···
		Activity Code: 910	00000		
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,018	Consultants	046-500464	\$1,200	\$0	\$1,20
2,019	Consultants	046-500464	\$0	\$1,200	\$1,20
Subtotal			\$1,200	\$1,200	\$2,40

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-City Consumers' Action Co-operative (hereinafter referred to as "the Contractor"), a consumer cooperative association formed under RSA 301-A with a place of business at 55 Summer Street Rochester, NH 03867.

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 Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

- Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read: 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
- 2. Form P-37 General Provisions, Block 1.7, Completion Date, to read: June 30, 2019.
- 3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read: \$553.821.
- 4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
- 5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read: 603-271-9330.
- Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
- 7. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 8. Add Exhibit K, DHHS Information Security Requirements.



This amendment shall be effective upon the date of Governor and Executive Council approval. IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire Department of Health and Human Services

Title: Acknowledgement of Contractor's signature: State of New Hangshicounty of Strottard on 4 May, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above. Name and Title of Notary or Justice of the Peace My Commission Expires:

MARTHA JO HEWITT Notary Public - New Hampshire My Commission Expires February 21, 2023-



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

execution.	
•	OFFICE OF THE ATTORNEY GENERAL
61518 Date	Name: Christopher G. Astin Title: Senior Assatont Attorney Creaters
I hereby certify that the foregoing Amendro the State of New Hampshire at the Meeting	nent was approved by the Governor and Executive Council of g on: (date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:

# 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 at a significant risk of becoming a recipient of 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.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

#### 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 I served by the Contractor.

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# Exhibit A Amendment #1

- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 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, abide by, and 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) intellectual disability; (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 self-identify as having 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.

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# 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, including, but not limited to:
    - 3.1.1.1. 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. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
    - 3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:
      - 3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
      - 3.1.1.3.2: Foster self-advocacy skills, autonomy, and independence.
      - 3.1.1.3.3. Emphasize 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.
      - 3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.
      - 3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.
      - 3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.
      - 3.1.1.3.7. Emphasize 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 those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, 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:
  - 3.1.1.8.1. Rights Protection,
  - 3.1.1.8.2. Peer Advocacy,
  - 3.1.1.8.3. Recovery,
  - 3,1.1.8.4. Employment,
  - 3.1.1.8.5. Wellness Management, and
  - 3.1.1.8.6. 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, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, 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:
  - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
  - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
  - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
  - 3.1.1.11.1. 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).
  - 3.1.1.11.2. Referrals to community mental health centers employment programs.

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- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and 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 and 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. Through use of a Contractor-owned or leased vehicle, the Contractor will:
    - 3.2.1.1. 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:
      - 3.2.1.1.1. Peer Support Services.
      - 3.2.1.1.2. Wellness and Recovery Activities.
      - 3.2.1.1.3. Annual Conferences.
      - 3.2.1.1.4. Regional Meetings.
      - 3.2.1.1.5. Council Meetings.
  - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
    - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.

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- Vehicles must be inspected in accordance NH 3.2.2.2. Administrative Rule Saf-C 3200.
- Drivers must be licensed in accordance with NH Administrative 3.2.2.3. Rule Saf-C 1000, drivers licensing.
- Require that all employees, members, or volunteers who drive Contractor 3.2.3. 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.
- Require that all employees, members, or volunteers who drive Contractor 3.2.4. owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge 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 on an as needed basis to pay for bus rides that are necessary to provide peer support services.

# 4. Geographic Area and Physical Location of Services

- The Contractor will provide services in this Agreement to individuals who live or work in Region 9.
- The Contractor shall provide peer support services separately from the confines of a 4.2. local mental health center, unless pre-approved by the Department.
- The Contractor agrees to provide a physical location/building to provide peer support 4.3. services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
  - A building in compliance with local health, building and fire safety codes. 4.3.1.
  - A building that is maintained in good repair and be free of hazard. 4.3.2.
  - 4.3.3. A building that includes:
    - At least one indoor bathroom which includes a sink and toilet. 4.3.3.1.
    - At least one telephone for incoming and outgoing calls. 4.3.3.2.
    - A functioning septic or other sewage disposal system. 4.3.3.3.
    - A source of potable water for drinking and food preparation as 4.3.3.4. follows:
      - If drinking water is supplied by a non-public water 4.3.3.4.1. system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
      - If the water is not approved for drinking, an 4.3.3.4.2. alternative method for providing safe drinking water shall be implemented.

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# 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 will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and 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.
  - 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
      - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
      - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
      - 6.1.3.1.3. 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.
- 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.

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- 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 by the Department, 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.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
  - 6.9.1. Inclement weather notifications for programming and transportation services.
  - 6,9.2. Emergency evacuation plans for the Agency.

# 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. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 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.

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- 7.2.4. Contractor policies and procedures.
- 7.2.5. PSA grievance procedures.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 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 or volunteer work, each staff member or volunteer 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 and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
    - 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

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- 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.
- 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).
- 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.
  - 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.

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- 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.
  - 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.
  - 7.12.8. Financial Management.
- 7.13. The Contractor 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 shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall 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 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 a Board of Directors who:
    - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
    - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
    - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
    - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.



- 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
  - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
  - 8.1.2.5.2. 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.
  - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
  - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall 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 shall 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.
  - 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:



- 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 shall 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, a grievance and appeals process that includes, but is not limited to:
  - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
    - 10.1.1.1. Consumer name.
    - 10.1.1.2. Date of written grievance.

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- 10.1.1.3. Nature/subject of the grievance.
- 10.1.1.4. A method to submit an anonymous complaint.
- 10.1.2. Assisting consumers with the grievance and appeal process including 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 data for each State Fiscal Year, including, but not limited to:
  - 11.1.1. The number of members.
  - 11.1.2. The total number of participants.
  - 11.1.3. Program utilization totals and percentages.
  - 11.1.4. Number of telephone contacts.
  - 11.1.5. Description of outreach activities.
  - 11.1.6. Number and description of educational events.
  - 11.1.7. 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 11.1.

### 12. Performance Measures

12.1. 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.

### 13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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:
  - 13.5.1. 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.
  - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
  - 13.5.3. 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.
    - 13.5.3.1. 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.
    - 13.5.3.2. 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.
- 13.6. 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.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.



## 14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
  - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
  - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
    - 14.1.2.1. Data.
    - 14.1.2.2. Financial records.
    - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
    - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
  - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
  - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
  - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
  - 14.2.4. Review of personnel files for completeness.
  - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall 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.

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### SFY 2019 Budget

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

Bidder Name: Tri-City Consumers Action Co-operative

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

	Line Item Budget Description PERSONNEL COSTS	Total Amount
		101.001
	Salary & Wages	101,027
	Employee Benefit	18,300
603	Payroli taxes	7,729
	Subtotal	127,056
620	PROFESSIONAL FEES	/* /- * ·
624	Accounting	
625	Audit Fees	4,600
	Legal Fees	1
	Other Professional Fees and Consultants	
- VL1	Subtotal	4,600
634		
	STAFF DEVELOPMENT AND TRAINING	1 _ 111 _ 111 _
	Publications and Journals	
	In-Service Training	1,000
633	Conferences and Conventions	[
634	Other Staff Development	
	Subtotal	1,000
640	OCCUPANCY COSTS	
	Rent	
	Mortgage Payments	16,940
	Heating Costs	7,561
644	Other Utilities	3,102
645	Maintenance and Repairs	600
	Taxes	
	Other Occupancy Costs	<del></del> -
<del></del>	Subtotal	28,206
		20,200
	CONSUMABLE SUPPLIES	Les de mar mare
	Office	800
	Building/Household	1,622
653	Rehabilitation/Training	
655	Food	300
	Other Consumable Supplies	535
	Subtotal	3,257
	Other Expenses	
		<del> </del>
	CAPITAL EXPENDITURES	
	DEPRECIATION	
670	EQUIPMENT RENTAL	2,40
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	
	PRINTING	-
_	TELEPHONE/COMMUNICATIONS	3,20
720	POSTAGE/SHIPPING	
730		60
	Subtotal	6,200
740	TRANSPORTATION	1
741	Board Members	Ϊ (
742	Staff	1,000
743		6,10
	Subtotal	7,10
750	Assistance to Individuals	2 2 2 200
		<del>                                       </del>
/51	Client Services	
752	Clothing	
	Subtotal	
760	INSURANCE	" - · - · ·
	Malpractice & Bonding	
	Vehicles	1,85
	Comprehensive Property & Liability	4,830
	OTHER EXPENDITURES	50
801	INTEREST EXPENSE	
<u> </u>	Subtotal	7,18
	L PROGRAM EXPENSES	184,60



### **DHHS Information Security Requirements**

### A. Definitions

The following terms may be reflected and have the described meaning in this document:

- "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

- 4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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### **DHHS Information Security Requirements**

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal Information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
- 11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

### I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

- A. Business Use and Disclosure of Confidential Information.
  - The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
  - 2. The Contractor must not disclose any Confidential Information in response to a

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Security Requirements
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### **DHHS Information Security Requirements**

- request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
- 3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

### II. METHODS OF SECURE TRANSMISSION OF DATA

- 1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
- Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
- Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.
- 4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
- 5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
- 6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
- 7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
- 8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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### **DHHS Information Security Requirements**

- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
- Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

### A. Retention

- The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, antihacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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### **DHHS Information Security Requirements**

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

### B. Disposition

- 1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
- Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
- 3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

### IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  - The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  - The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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### **DHHS Information Security Requirements**

- 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
- 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
- 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
- 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
- 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
- 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
- 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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### **DHHS information Security Requirements**

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

- 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
- 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

Contractor Initials

Exhibit K
DHHS Information
Security Requirements

Page 7 of 9

V4. Last update 04.04.2018

Date 5/4/18



### **DHHS Information Security Requirements**

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- q. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

### LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Exhibit K **DHHS Information** Security Requirements

Page B of 9

### Exhibit K



### **DHHS Information Security Requirements**

 Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

### VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

Contractor Initials SIR



Jeffrey A. Megers Commissioner

> Katja S. Fox Director

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

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

June 6, 2016

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

0. 6/29/16 ttem \* 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	Ciaremont, 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

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.



Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 2 of 3

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.



Her Excellency, Margaret Wood Hassan and Her Honorable Council Page 3 of 3

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: 46.55% 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:

Vetfrey A. Meyers Commissioner





OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRA		<del></del>	<del></del>
	eral Funds e: 92207143		<del></del>
The Alternative Life Center	s. 92201145		<del></del>
/endor # 068801			
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.
	<del>,</del>		
The Stepping Stone Drop-In Center Association			
Vendor # 157967	<u></u>		<del></del>
State Fiscal Year	Class Title	Class Account	Corrent Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.
2018	Contracts for Prog Svs	102-500731	\$ 209,790.
Subtotal			\$ 419,580.
1.0	<del></del>	<del></del>	<del></del>
Lakes Region Consumer Advisory Board Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 186,183.
2018	Contracts for Prog Svs	102-500731	\$ 188,183.
Subtotal			\$ 376,366.
	<del>,</del> -	<del></del> -	
Monadnock Area Peer Support Agency Vendor # 157973			<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Sys	102-500731	\$ 146,449.
2018	Cantracts for Prog Sys	102-500731	\$ 146,449.
Subtotal			\$ 292,898.
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287	<u> </u>	<del> </del>	<del></del>
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.
2018	Contracts for Prog Sys	102-500731	\$ 211,860.

Subtotal			\$	337,110.
2018	Contracts for Prog Sys	102-500731	\$	168,555.
	<u> </u>		<u> </u>	
State Fiscal Year 2017	Class Title Contracts for Prog Sys	102-500731	\$	Current Budget
Vendor # 157967	<del></del>	<del> </del>	-	
The Stepping Stone Drop-In Center Association			<u> </u>	
Subtotal	<del></del>	<del> </del>	\$	466,244
2018	Contracts for Prog Svs	102-500731	\$	233,122
2017	Contracts for Prog Svs	102-500731	\$	233,122
State Fiscal Year	Class Title	Class Account		Current Budget
/endor # 068801				
The Alternative Life Center	1		_	
	neral Funds de: 92207011		_	
05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALT DF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES	H AND HUMAN SVCS DE	PT OF, HHS: BE	HAV	IORAL HEALTH DI
SUB TOTAL			\$	3,060,222
Subtotal	ļ		\$	204,724
2018	Contracts for Prog Svs	102-500731	\$	102,362
2017	Contracts for Prog Svs	102-500731	\$	102,362
State Fiscal Year	Class Title	Class Account	<b></b>	Current Budget
endor # 157797				
'ri-City Consumers' Action Co-operative	<del></del>	· <u></u>		
Subtotal			\$	271,50
2018	Contracts for Prog Svs	102-500731	\$	135,751
2017	Contracts for Prog Svs	102-500731	\$	135,751
State Fiscal Year	Class Title	Class Account		Current Budget
ennections Peer Support Center endor # 157070				
	<u> </u>			10 11 12
Subtotal	00112003101103		\$	491,124
2018	Contracts for Prog Svs	102-500731	<u> </u>	245,562
2017	Contracts for Prog Svs	102-500731	\$	Current Budget 245,562
State Fiscal Year	Class Title	Class Account		



### Financial Detail



Lakes Region Consumer Advisory Board				
Vendor # 157080				
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	151,196.00
2018	Contracts for Prog Svs	102-500731	\$	151,196.00
Subtotal		<u>-</u>	\$	302,392.00
				<del></del>
Monadnock Area Peer Support Agency Vendor # 157973		<del></del>		
State Fiscal Year	Class Title	Class Account	<del>                                     </del>	Current Budget
2017	Contracts for Prog Svs	102-500731	\$	117,685.00
2018	Contracts for Prog Svs	102-500731	\$	117,685.00
	Contracts for Prog 3vs	102-300131	_	
Subtotal	<u> </u>	lj	\$	235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		<del></del>		<del></del>
Vendor # 209287	<u> </u>			
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
	<del>,</del>	<del>,</del>		
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	S	197,296.00
Subtotal			\$	394,592.00
	<u> </u>	,		
Connections Pear Support Center Vendor # 157070	<del> </del>	<u> </u>	-	
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
	<del>,</del>	1		·
Tri-City Consumers' Action Co-operative Vendor # 157797	<del> </del>	<del></del>		
State Fiscal Year	Class Title	Class Account		Current Budget
2017	Contracts for Prog Sys	102-500731	\$	82,245.00
2018	Contracts for Prog Svs	102-500731	5	82,245.00
Subtotal	<del> </del>	<del> </del> -	5	164,490.00
SUB TOTAL			5	2,458,736.00
TOTAL			\$	5,518,958,00
		<del></del>		2,0 . 3,0 4 2,0 0



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

Peer Support Services	RFP-2017-BBH-02-PEERS	
RFP Name	RFP Number	Reviewer Names
•		1. Peter Reid
Bidder Name	Maximum Actual Points Points	2. Ann Driscolt
1. Connection Peer Support Center	575 301	3. Stacey Dubia
2. HEART Peer Support Center	575 271	4. Tom Grinley
3. Lakes Region Consumer Advisory Board	575 365	5. Jamie Kelly
4. Monadnock Area Peer Support Agency	575 428	6. Elizabeth Fenner-Lukaitis
5. On the Road to Recovery	575 481	7
6. Stepping Stone Drop In Center	575 481	8.
7. The Alternative Life Center	575 453	9
8. Tri-City Consumers' Action Cooperative	575 454	_] .





Subject: Peer Support Services (SS-2017-BBH-02-PEERS-08)

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

### **AGREEMENT**

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

### **GENERAL PROVISIONS**

1. IDENTIFICATION.					
1.1 State Agency Name	1.1 State Agency Name		1.2 State Agency Address		
Department of Health and Human Services		129 Pleasant Street			
·		Concord, NH 03301-3857			
		1.4 Contractor Address			
1.3 Contractor Name	1.3 Contractor Name		i		
Tri-City Consumers' Action (	Tri-City Consumers' Action Co-operative				
		Rochester, NH 03867			
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation		
Number	1.0 Account Nation	1.7 Completion Date	1.6 THE Emilianon		
1 603-948-1043	05-95-92-920010-7143-102-	June 30, 2018	\$369,214.		
003-948-1043	500731; 05-95-92-920010-	June 30, 2016	\$305,214.		
-	7011-102-500731		<b> </b>		
1.9 Contracting Officer for		1.10 State Agency Telephor	a Number		
Eric B. Borrin, Director	State Agency	603-271-9558	ie Number		
Enc B. Borris, Director		003-271-9550	i		
177. 6	<u></u>	1.12 Name and Title of Co	ntractor Signature		
1.11 Contractor Signature	$\wedge$	1.12 Name and The of Co	intractor Signatory		
In Wash	011 0-1		11 0-11-0		
W A (A) (A)	4Roma Or	Sharan Ka	voolds Krosten		
1.13 Acknowledgement: St	ate of County of		ALLOWS, I LONG		
1.13 Acknowledgement. 30	are or Fifth, country or	Madele	1		
on May 30 20180	fore the undersigned officer, persona	lly appeared the person identifi	ed in block 1.12, or satisfactorily		
proven to be the person whose	se name is signed in block 1.11, and a	cknowledged that s/he execute	d this document in the capacity		
indicated in block 1.12.		<b></b>	• •		
	Public or Justice of the Peace	MARTHA HEWITT			
1 1.		NOTARY PUBLIC			
Mount	Hermith ora	itate of New Hampshir	•		
[Seal]	Reall A COMMISSION Expires				
1.13.2 Name and Title of Notary or Justice of the Peace					
	otal trimon is-	W			
1.14 State Agency Signatur	1.14 State Agency Signature 1.15 Name and Title of State Agency Signatory				
2008	2008 Date 6/16 Kdy S Fox, Director				
/- Y-0	Dale: /4 116	1 T T T T T T T T T T T T T T T T T T T			
1.16 Approval by the N.H.	Department of Administration, Divis	non of rersonnel (if applicable)			
By:	By: Director, On:				
·					
1.17 Approval by the Attorn	1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)				
(BU) (N) A A A		On: \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \			
By: VV Might 1 Gle-Affined 9/2/4					
1.18 Approval by the Gove	mer and Executive Council (if appli	cable)			
Rue		On:			
Ву: Оπ:					

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

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

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

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

### 4. CONDITIONAL NATURE OF AGREEMENT.

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

### 5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block

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

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

### 7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

### 8. EVENT OF DEFAULT/REMEDIES.

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

# 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

### 14. INSURANCE.

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

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

### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- 15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

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

in favor of any party.

- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

### Scope of Services

### 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

- 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.

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- 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.

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### 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:
    - 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 selflimitations, 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 gnevances; 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:
  - 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 Sat-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.

### Geographic Area and Physical Location of Services 4.

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 9.
- 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:
      - If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
      - If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

### Enrolling Consumers for Services and/or as Members with a 5. 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.

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- 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
      - Each year of experience in the peer support field may be substituted for one year of academic experience; or
      - 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.
- 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.

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- 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,
  - 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

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- 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;
  - 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

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- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for T8 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;
  - 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.

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- 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:
      - Have the responsibility for the entire management and control of the property and affairs of the corporation;
      - Have the powers usually vested in the board of directors of a nonfor-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 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:
      - Responsibilities and powers of the Board of Directors,

Contractor Initials: ADD

Date: 5[30]16



- Term limits for the board of director officers that shall not allow b. more than 20% of the board members to serve for more than 6 consecutive years
- Nominating process that actively recruits diverse individuals C. whose skills and life experiences will serve the needs of the agency
- A procedure by which inactive peer support agency members d. 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:
  - 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. Contractor Initials: 844

RFP-2017-BBH-02-PEERS-08 Tri-City Consumers' Action Co-operative Exhibit A

Date: 5/30/16



- 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.

#### Participation in Statewide/Regional Meetings 9.

- 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.

# **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:
  - 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

RFP-2017-BBH-02-PEERS-08 Tri-City Consumers' Action Co-operative

Exhibit A Page 13 of 16

Contractor Initials: SIC



- 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.
- 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.

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Tri-City Consumers' Action Co-operative

Exhibit A

Date: 5 2016

Contractor Initials:



- 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.

# 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
    - 13.1.2.1. Data
    - 13.1.2.2. Financial records
    - 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

RFP-2017-BBH-02-PEERS-08 Tri-City Consumers' Action Co-operative Exhibit A

Contractor Initials: 812

Date: 42016

# New Hampshire Department of Health and Human Services Peer Support Services



# **Exhibit A**

- 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.

RFP-2017-BBH-02-PEERS-08 Tri-City Consumers' Action Co-operative Exhibit A

Page 16 of 16

Contractor Initials: AR

Date: 5/20/16



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# Method and Conditions Precedent to Payment

- The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
- 2. 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.
- 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.
- 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.
- 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.

Contractor Initials SUR Date 5 2016

#### Exhibit B

- 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 (10<sup>th</sup>) 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: \$0.
  - 9.5. Retirement: \$1,770.
- 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.

RFP-2017-BBH-02-PEERS-08 Tri-City Consumers' Action Co-operative Exhibit B

Date 5130/16

Page 2 of 3



#### Exhibit B

- 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. Contractor Initials BUC

  Date \$1.2016

RFP-2017-88H-02-PEERS-08 Tri-City Consumers' Action Co-operative Exhibit B

## Exhibit B-1

## **BUDGET FORM**

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

Bidder Name: Tri-City Consumers' Action Co-operative

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

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

ference Number	ing item Budget Description	Total Amount
600 P	ERSONNEL COSIS	<u> </u>
60 <u>1</u> \$	alary & Wages	99,87
	mployee Benefit	19,57
	ayroli taxes	7,64
	ubtotal	127,08
	ROFESSIONAL FEES	<del> </del>
	ccounting	4 60
625 A	udit Fees	4,60
626 L	egal Fees	<del></del>
	ther Professional Fees and Consultants	100
	Subtotal	4,60
630 5	TAFF DEVELOPMENT AND TRAINING	<del> </del>
631_F	ublications and Journals	1,00
632 <u>l</u>	n-Service Training	1,00
633 (	Conferences and Conventions	
	other Staff Development	1,00
	Subtotal	1,00
	OCCUPANCY COSTS	<del> </del>
641	Rent	٦٨ - ا
642	Aortgage Payments	24,50
	leating Costs	
644 (	Other Utilitles	3,10
	daintenance and Repairs	6
646		<del></del>
647	Other Occupancy Costs	26.27
	Subtotal	28,20
	CONSUMABLE SUPPLIES	<del>                                      </del>
651		8
652	Building/Household	1,5
	Rehabilitation/Training	<del>                                       </del>
655		3
	Other Consumable Supplies	5
	Subtotal	3,2
	Other Expenses	<del></del>
660	CAPITAL EXPENDITURES	<del>                                      </del>
665	DEPRECIATION	<del> </del>
670	EQUIPMENT RENTAL	2,4
680	EQUIPMENT MAINTENANCE	ļ
	ADVERTISING	
710	PRINTING	<del> </del>
720	TELEPHONE/COMMUNICATIONS	3,2
	POSTAGE/SHIPPING	
	Subtotal	6,2
740	TRANSPORTATION	
	Board Members	- 1.0
	Staff	6.1
	Members and Participants	7,1
	Subtotal	<del>- 11</del>
	Assistance to Individuals	<u> </u>
	Client Services	<del></del>
752	Clothing	
	Subtotal	<del> </del>
760	INSURANCE	<del> </del>
762	Vehicles	4,8
763	Comprehensive Property & Liability	
800	OTHER EXPENDITURES	
801	INTEREST EXPENSE	<del> </del>
	Subtotal	7,1

## Exhibit B-2

## **BUDGET FORM**

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

Bidder Name: Tri-City Coop

Budget Request for: Peer Support Services

(Name of RFP)

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

Ine item Budget  Line item Budget Description	Total Amount
600 PERSONNEL COSTS	
601 Salary & Wages	99,871
602 Employee Benefit	19,578
603 Payroll taxes	7,640
Subtotal	127,088
620 PROFESSIONAL FEES	<del></del>
	<del>                                     </del>
624 Accounting	4,600
625 Audit Fees	4,000
626 Legal Fees	<del>-</del>
627 Other Professional Fees and Consultants	4.656
Subtotal	4,600
630 STAFF DEVELOPMENT AND TRAINING	<u> </u>
631 Publications and Journals	
632 In-Service Training	1,000
633 Conferences and Conventions	
634 Other Staff Development	
Subtotal	1,000
640 OCCUPANCY COSTS	<del> </del>
	<del> </del>
641 Rent	24,504
642 Mortgage Payments	24,304
643 Heating Costs	
644 Other Utilities	3,102
645 Maintenance and Repairs	600
646 Taxes	
647 Other Occupancy Costs	T-
Subtotal	28,206
650 CONSUMABLE SUPPLIES	<del> </del>
651 Office	800
001 Ontos	1,591
652 Building/Household	1,55.
653 Rehabilitation/Training	
655 Food	300
657 Other Consumable Supplies	53!
Subtotal	3,22
Other Expenses	· · · · · · · · · · · · · · · · · · ·
660 CAPITAL EXPENDITURES	
665 DEPRECIATION	<del></del>
670 EQUIPMENT RENTAL	2,40
680 EQUIPMENT MAINTENANCE	
	<del>-  </del>
700 ADVERTISING	<del></del> -
710 PRINTING	
720 TELEPHONE/COMMUNICATIONS	3,20
730 POSTAGE/SHIPPING	60
Subtotal	6,20
740 TRANSPORTATION	
741 (Board Members	
742 Staff	1,00
743 Members and Participants	6,10
Subtotal	7,10
750 Assistance to individuals	<del> </del>
751 Client Services	<del>-  </del>
752 Clothing	<del>-</del>
Subtotal	<del></del>
760 INSURANCE	
762 Vehicles	1,85
763   Comprehensive Property & Liability	4,83
800 OTHER EXPENDITURES	50
801 INTEREST EXPENSE	
	7,18
Subjetal	
Subtotal	<del></del>



## SPECIAL PROVISIONS

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

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

Contractor Initials Date \$130.10

Exhibit C - Special Provisions

Page 1 of 5

# New Hampshire Department of Health and Human Services Exhibit C



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

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

 Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period;

8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. Audit: Contractor shall submit an annual audit to the Department 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.

Contractor initials 812

# New Hampshire Department of Health and Human Services Exhibit C



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

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

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# New Hampshire Department of Health and Human Services Exhibit C



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

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

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

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

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

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

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# New Hampshire Department of Health and Human Services Exhibit C



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

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

### **DEFINITIONS**

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

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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Exhibit C - Special Provisions

Page 5 of 5



## **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A. Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 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.

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# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

# ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

- 1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition:
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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# New Hampshire Department of Health and Human Services Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended: or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check I if there are workplaces on file that are not identified here.

Contractor Name:

Name;

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Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2 Contractor Initials 80



# CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS US DEPARTMENT OF EDUCATION - CONTRACTORS US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or subcontractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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# New Hampshire Department of Health and Human Services Exhibit F



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

### INSTRUCTIONS FOR CERTIFICATION

- By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
- 2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
- 6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
- Nothing contained in the foregoing shall be construed to require establishment of a system of records
  in order to render in good faith the certification required by this clause. The knowledge and

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### New Hampshire Department of Health and Human Services Exhibit F



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

### LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently 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:

ty Consumers' n Co-Operative

## New Hampshire Department of Health and Human Services Exhibit G



## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act Includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity,
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination; Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

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### New Hampshire Department of Health and Human Services Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Exhibit G

Contractor Initials Certification of Compiliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations

## New Hampshire Department of Health and Human Services Exhibit H



# CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

 By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

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Date≦



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## HEALTH INSURANCE PORTABLITY ACT **BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

#### Definitions. (1)

- a. "Breach" shall have the same meaning as the term "Breach" in section 164,402 of Title 45. Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164,501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act. TitleXIII, Subtitle D. Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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Exhibit I Health Insurance Portability Act **Business Associate Agreement** Page 1 of 6

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- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164,103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.
- Business Associate Use and Disclosure of Protected Health Information. (2)
- Business Associate shall not use, disclose, maintain or transmit Protected Health 8. Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- Business Associate may use or disclose PHI: b.
  - For the proper management and administration of the Business Associate; 1.
  - As required by law, pursuant to the terms set forth in paragraph d. below; or II.
  - For data aggregation purposes for the health care operations of Covered 111. Entity.
- To the extent Business Associate is permitted under the Agreement to disclose PHI to a C. third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- The Business Associate shall not, unless such disclosure is reasonably necessary to d. provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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Date (30)

Exhibit I Health Insurance Portability Act **Business Associate Agreement** Page 2 of 6



Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

If the Covered Entity notifies the Business Associate that Covered Entity has agreed to e. be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

#### Obligations and Activities of Business Associate. (3)

- The Business Associate shall notify the Covered Entity's Privacy Officer immediately a. after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- The Business Associate shall immediately perform a risk assessment when it becomes b. aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - Whether the protected health information was actually acquired or viewed
  - The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- The Business Associate shall comply with all sections of the Privacy, Security, and C. Breach Notification Rule.
- Business Associate shall make available all of its internal policies and procedures, books d and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- Business Associate shall require all of its business associates that receive, use or have e. access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Exhibit 1 Health Insurance Portability Act **Business Associate Agreement** Page 3 of 6



pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity,
  Business Associate shall make available during normal business hours at its offices all
  records, books, agreements, policies and procedures relating to the use and disclosure
  of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine
  Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business' Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- I. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit 1 Health Insurance Portability Act Business Associate Agreement

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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

## (4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164,506 or 45 CFR Section 164,508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

## (5) <u>Termination for Cause</u>

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

## (6) Miscellaneous

- a. <u>Definitions and Regulatory References</u>. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. <u>Amendment</u>. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. <u>Data Ownership</u>. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. <u>Interpretation</u>. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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- 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.
- Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or f. destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties here	to have duly executed this Exhibit I.
	Tri-City Consumers
Dopartment 2 Hawk & Human Services	Action Co-Operative
The State	Name of the Contractor
2 8 Fx	MORNO Frencha
Signature of Authorized Representative	Signature of Authorized Representative
Kityas Fox	sharon Reynolds
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
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Exhibit I Health Insurance Portability Act **Business Associate Agreement** Page 6 of 6

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## New Hampshire Department of Health and Human Services Exhibit J



# CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 1. Name of entity
- 2. Amount of award
- 3. Funding agency
- 4. NAICS code for contracts / CFDA program number for grants
- 5. Program source
- 6. Award title descriptive of the purpose of the funding action
- 7. Location of the entity
- 8. Principle place of performance
- 9. Unique identifier of the entity (DUNS #)
- 10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

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Exhibit J - Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

# 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: 167321425			
2.	In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?			
	YES			
	If the answer to #2 above is NO, stop here			
	If the answer to #2 above is YES, please answer the following:			
3.	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?			
	NOX_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:			