



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
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-9200 TDD Access: 1-800-735-2964

January 30, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend a **sole source** agreement with Community Council of Nashua, New Hampshire, d/b/a Greater Nashua Mental Health Center at Community Council (Vendor #154112), 100 West Pearl Street, Nashua, NH 03060 for the provision of a First Episode Psychosis Pilot Program, by increasing the price limitation by \$70,000 from \$1,243,349 to \$1,313,349 effective upon Governor and Executive Council approval with no change to the completion date of June 30, 2017. The Governor and Executive Council approved the original agreement on June 29, 2016 (item #24). 100% Federal Funds.

Funds to support this request are available in State Fiscal Year 2017.

FISCAL DETAIL ATTACHED

EXPLANATION

This requested **sole source** amendment provides needed support for First Episode Psychosis training and program implementation. Greater Nashua Mental Health Center at Community Council currently contracts with the Bureau of Mental Health Services through a sole source agreement, and is the most appropriate site for the implementation of a First Episode Psychosis treatment program. They are the most appropriate site because (1) they provide community-based mental health treatment; (2) they have participated in a research study for the First Episode Psychosis program; and (3) because they are the only New Hampshire Community Mental Health Center with the willingness and capacity to pilot the First Episode Psychosis program.

Greater Nashua Mental Health Center at Community Council provides community mental health services for 1,475 individuals in the Nashua area who are suffering from severe mental illness. These individuals can often seek costly services at hospital emergency departments due to the risk of harm to themselves or others. They may have increased contact with local law enforcement, who will not have the services or supports readily available to provide assistance.

Greater Nashua Mental Health Center at Community Council participated successfully in the Recovery After an Initial Schizophrenia Episode (RAISE) model of First Episode Psychosis treatment study several years ago. The success of the RAISE model in treatment of early mental illness is proven and well-documented nationally through studies such as the one in which Greater Nashua Mental Health Center at Community Council participated.

When the United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) informed all states of the requirement to set aside ten percent (10%) of their federal Mental Health Block Grant Funds to be directed toward the treatment of early mental illness, the Department's Bureau of Mental Health Services budgeted funds for a much-needed First Episode Psychosis program. No such programs currently exist in this state.

The source of all funds in this amendment request is the ten percent (10%) of New Hampshire's United States Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA) Mental Health Block Grant that is required by federal law to be "set aside" for early intervention in mental illness.

Clinicians at Greater Nashua Mental Health Center at Community Council are experienced in the treatment of individuals with severe mental illnesses and psychotic symptoms. Their First Episode Psychosis treatment program will serve youth and adults in the Nashua area between the ages of fifteen (15) and thirty-five (35) years old who are experiencing the early symptoms of mental illness that can be so frightening to them and their families.

Greater Nashua Mental Health Center at Community Council has developed a First Episode Psychosis treatment team. They have received the initial phase of First Episode Psychosis treatment training and are poised for the next phase of the training.

This amendment is necessary because planning for the initial phase of the First Episode Psychosis treatment program did not begin until after Greater Nashua Mental Health Center at Community Council's SFY 2017 contract was finalized.

For a First Episode Psychosis program to be successful, Greater Nashua Mental Health Center at Community Council's startup tasks and costs to be reimbursed by federal Block Grant funds include: developing program staffing, facility improvements, determining and approving program elements for enrollees, and a billing structure to pay for enrollee services. In addition, while many of the services included in the program are Medicaid-billable, it is expected that 70%-80% of the participants in the First Episode Psychosis program will be underinsured and unable to meet the financial burden of paying out of pocket for the full continuum of services. These costs are eligible for federal Block Grant funding.

Most important for First Episode Psychosis program success are hours devoted to community education and outreach. While community outreach does promote treatment of early mental illness, time spent building community partnerships can be extensive. Federal funds included in this amendment will allow Greater Nashua Mental Health Center at Community Council to devote valuable time to these efforts.

The effectiveness of First Episode Psychosis program services will be measured through use of the Child and Adolescent Needs and Strengths Assessment and the Adult Needs and Strengths Assessment. These individual-level tools measure strengths and needs at program entry and track recovery progress thereafter. Careful measurement and monitoring of individuals and of the First Episode Psychosis program will ensure positive and provable recovery outcomes for individuals served and will decrease expensive psychiatric hospitalizations and law enforcement involvement.

Should Governor and Executive Council not approve this request, time-limited Mental Health Block Grant set-aside funds will not be fully utilized. Preventable increases in the number of individuals waiting for emergency treatment of early-onset psychosis and preventable increases in the number of individuals suffering from, and being treated long term for, chronic severe mental illness in the state of New Hampshire will in turn contribute to increased burdens on hospital emergency departments and law enforcement agencies.

Area served: Greater Nashua Area primarily and others as referred.

Source of Funds: Amendment is 100% Federal Funds. Total contract is 10% Federal Funds from the Substance Abuse Mental Health Services Administration, Block Grant for Community Mental Health Services, Catalog of Federal Domestic Assistance (CFDA) #93.958, FAIN #SM010035-16 and 90% General Funds.

In the event that Federal Funds become no longer available, no additional General Funds will be requested to support this request.

Respectfully submitted



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

COMMUNITY COUNCIL OF NASHUA, NH / DBA GREATER NASHUA MENTAL HEALTH CENTER
Vendor #154112
NH DHHS MENTAL HEALTH CENTER CONTRACT
SFY 2017 FISCAL DETAIL

095-092-920010-71430000 HEALTH AND HUMAN SERVICES, HHS: DIVISION OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT

Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	102/500731	Contract for Program Services	92227143	\$0	\$70,000	\$70,000
			<i>Subtotals:</i>	\$0	\$70,000	\$70,000

095-092-920010-59450000 HEALTH AND HUMAN SERVICES, HHS: DIVISION OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT

Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	102/500731	Contract for Program Services	92205945	\$1,183,799	\$0	\$1,183,799
			<i>Subtotals:</i>	\$1,183,799	\$0	\$1,183,799

095-092-920010-78510000 HEALTH AND SOCIAL SERVICES, HHS: DIVISION OF BEHAVIORAL HEALTH, MENTAL HEALTH DATA COLLECTION

Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	102/500731	Contract for Program Services	92207851	\$5,000	\$0	\$5,000
			<i>Subtotals:</i>	\$5,000	\$0	\$5,000

095-042-421010-29580000 HEALTH AND SOCIAL SERVICES, HHS: HUMAN SERVICES, CHILD PROTECTION, CHILD – FAMILY SERVICES

Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	102/500731	Contract for Program Services	42105824	\$1,770	\$0	\$1,770
			<i>Subtotals:</i>	\$1,770	\$0	\$1,770

095-042-423010-79260000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, HOMELESS & HOUSING, PATH GRANT

Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	102/500731	Contract for Program Services	42307150	\$40,300	\$0	\$40,300
			<i>Subtotals:</i>	\$40,300	\$0	\$40,300

**095-049-490510-29850000 HEALTH AND SOCIAL SERVICES, HHS: DIVISION OF
COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM (BIP)**

Fiscal Year	Class/ Account	Title	Activity Code	Current Budget	Increase/ (Decrease)	Modified Budget
2017	102/500731	Contract for Program Services	49053316	\$12,480	\$0	\$12,480
			<i>Subtotals:</i>	<i>\$12,480</i>	<i>\$0</i>	<i>\$12,480</i>
			TOTALS:	\$1,243,349	\$70,000	\$1,313,349



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

This 1st Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #1") dated this, September 21, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business located at 100 West Pearl Street Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (item #24), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the terms and conditions by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to add services and increase the price limitation;

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation to read:
\$1,313,349
2. Add Exhibit A-1, Amendment #1, Scope of Services
3. Add Exhibit B, Amendment #1, Method and Conditions Precedent to Payment
4. Add Exhibit B-1 Budget, Amendment #1

New Hampshire Department of Health and Human Services
Mental Health 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

1/30/17
Date

Katja S. Fox
Katja S. Fox
Director, Division for Behavioral Health

Community Council of Nashua, NH
d/b/a Greater Nashua Mental Health Center
at Community Council

1-16-17
Date

Craig D. Amoth
Name: Craig D. Amoth
Title: PRESIDENT & CEO

Acknowledgement:

State of NH, County of Hillsborough on 1/6/17, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

ADD
Name and Title of Notary or Justice of the Peace
Comm Exp: 4/18/17

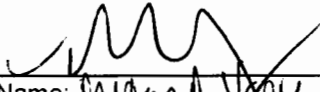
**New Hampshire Department of Health and Human Services
Mental Health Services**



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

OFFICE OF THE ATTORNEY GENERAL

2/17/17
Date


Name: Megan A. Goss
Title: Attorney 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. Scope of Work

- 1.1. The Contractor shall pilot the Community Mental Health **First Episode Psychosis (FEP) treatment Coordinated Specialty Care (CSC) program** in New Hampshire.
 - 1.1.1. The First Episode Psychosis (FEP) Coordinated Specialty Care (CSC) treatment program involves services and principles based on shared decision-making, a strengths and resiliency focus, recognition of the need for motivational enhancement, a psychoeducational approach, cognitive-behavioral therapy methods, and collaboration with natural supports.
- 1.2. The Contractor shall ensure the training of up to fifteen (15) staff in role-specific evidence-based CSC services for First Episode Psychosis patients.
- 1.3. The Contractor shall establish a program to provide evidence-based CSC services to appropriately-screened individuals served. FEP phases of training and implementation shall include, but are not limited to:
 - 1.3.1. **Phase 1: Readiness preparation.** The Contractor shall provide specific supports to ensure preparedness to implement the FEP-CSC program, including but not limited to:
 - 1.3.1.1. assessing readiness for receiving training;
 - 1.3.1.2. determining and addressing facility needs;
 - 1.3.1.3. determining program staffing;
 - 1.3.1.4. assessing the extent of the potential FEP-CSC population;
 - 1.3.1.5. community outreach efforts;
 - 1.3.1.6. mapping the FEP-CSC program services and payment structure;
 - 1.3.1.7. supporting any current early psychosis treatment efforts; and
 - 1.3.1.8. other plans for implementing the FEP-CSC program.
 - 1.3.2. **Phase 1 costs** eligible for reimbursement include:
 - 1.3.2.1. costs associated with gaining access to program-development resources and supplies not currently available at the agency; and
 - 1.3.2.2. program implementation activities that subtract from billable and current duty time, including but not limited to:
 - 1.3.2.2.1. CANS/ANSA certification requirement efforts;
 - 1.3.2.2.2. Documentation procedures implementation;
 - 1.3.2.2.3. Internal team strategizing and meeting;
 - 1.3.2.2.4. Establishment of routines for outreach and engagement; and
 - 1.3.2.2.5. Community outreach and engagement



- 1.3.3. **Phase 2: Intensive Staff Training.** The Contractor shall provide specific supports to allow for any BMHS-required in-person training for the FEP-CSC team members,
- 1.3.4. **Phase 2 costs** eligible for reimbursement include staff hours spent in training that reduce planned billable and administrative time.
- 1.3.5. **Phase 3: Monitoring for Successful Implementation.** The Contractor shall provide specific supports to assist the BMHS in trouble-shooting the overall implementation of the model, and assessing FEP-CSC client outcomes.
- 1.3.6. **Phase 3 costs** eligible for reimbursement include staff hours spent on the following:
 - 1.3.6.1. reviewing case presentations and reviewing random cases post implementation with the training contractor and/or the BMHS;
 - 1.3.6.2. consultation calls with the training contractor;
 - 1.3.6.3. other review activities required by the training contractor;
 - 1.3.6.4. assistance with case and documentation review by either the BMHS or the training contractor; and
 - 1.3.6.5. other BMHS or training contractor reporting requirements
- 1.4. The Contractor may be reimbursed for other costs associated with:
 - 1.4.1. specific non-billable FEP-CSC activities;
 - 1.4.2. FEP-CSC services provided to privately-insured individuals; and
 - 1.4.3. program-building efforts



Method and Conditions Precedent to Payment

1. The Agreement is funded by Federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) #93.958, Substance Abuse Mental Health Services Administration (SAMHSA), Block Grant for Community Mental Health Services.
2. The Contractor shall apply a portion of the Block Grant Funds, federally mandated set aside for FEP, to assist them with program training and program implementation costs.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8 of the Form P-37, General Provisions, in accordance with Exhibit B-1 Budget, Amendment #1, for services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
4. Payment for said services shall be made as follows:
 - 4.1. The Contractor shall submit an invoice by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
 - 4.2. Authorized expenses shall be those listed in the Exhibit B-1 Budget, Amendment #1.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
 - 4.4. The invoice shall be submitted to:

Financial Manager
Division for Behavioral Health
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
5. A final payment request shall be submitted no later than forty (40) days from the Contract Completion Date, Block 1.7 of the Form P-37, General Provisions.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
7. Notwithstanding paragraph 18 of the Form P-37, General Provisions, an amendment limited to budget line item adjustments within Exhibit B-1 Budget, Amendment #1, within the price limitation, can be made by written agreement of both parties without obtaining further approval of the Governor and Executive Council.

Exhibit B-1 BUDGET Amendment #1

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

Bidder Name: Greater Nashua Mental Health Center

Budget Request for: Community Mental Health Center
(Name of RFP)

Budget Period: SFY 2017

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 9,507.00	\$ -	\$ 9,507.00	
2. Employee Benefits	\$ 38,716.00	\$ -	\$ 38,716.00	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ 4,374.00	\$ -	\$ 4,374.00	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,250.00	\$ -	\$ 1,250.00	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ -	\$ -	\$ -	
6. Travel	\$ 600.00	\$ -	\$ 600.00	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 240.00	\$ -	\$ 240.00	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ -	\$ -	\$ -	
11. Staff Education and Training	\$ -	\$ -	\$ -	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
Administrative overhead	\$ -	\$ 15,313.00	\$ 15,313.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 54,687.00	\$ 15,313.00	\$ 70,000.00	

Indirect As A Percent of Direct

28.0%

Initials: CA

Exhibit B-1 Budget - Amendment #1

Date: 1-6-17

GNMHC			
Administrative allocation			
FEP Proposed Budget	YTD		
	<u>October 2016</u>		
	Expense without		
	admin allocations		
900 Expenses	569,549	All Central administrative staff expenses (Finance, IT, HR, Executive)	
910 Expenses	485,264	Agency wide expenses, such as phone, network, office supplies, facilities, insurance, audit and legal fees	
Total administration	<u>1,054,813</u>		
Total GNMHC expenses	3,745,122		
Admin as % of Total	28%		

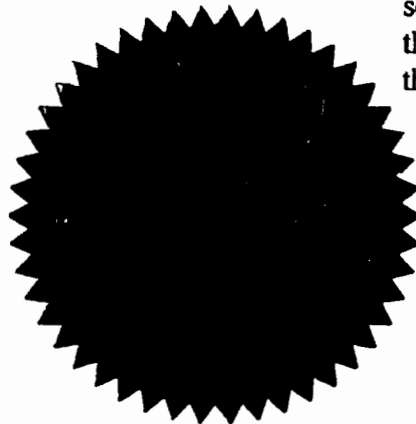
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire nonprofit corporation formed December 24, 1923. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2016



A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

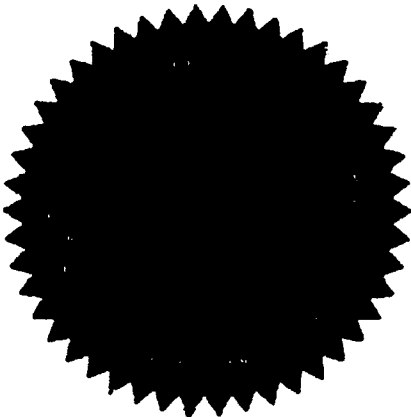
William M. Gardner
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Greater Nashua Mental Health Center at Community Council is a New Hampshire trade name registered on October 21, 2008 and that THE COMMUNITY COUNCIL OF NASHUA, N.H. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April, A.D. 2016

A handwritten signature in black ink, appearing to read "Wm. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Jone D. LaBombard, do hereby certify that:

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

1. I am a duly elected Officer of the Board of the Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at Community Council

2. The following is a true copy of the resolution duly adopted at a meeting of the Executive Committee of the Board of Directors of the Agency duly held on January 5, 2017:

(Date)

RESOLVED: That the President and CEO is hereby authorized on behalf of this Agency to enter into the said contract with the State (to provide First Episode Psychosis related services) 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 6th day of January 2017.

(Date Contract Signed)

4. Craig D. Amoth is the duly elected President and CEO of the Agency.

(Name of Contract Signatory)

Jone D. LaBombard

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 6th day of January.

By Jone D. LaBombard
(Name of Elected Officer of the Agency)

[Signature]

(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4/18/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2017

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-689-7229 FAX (A/C, No): 603-886-4230 E-MAIL: cbeauregard@eatonberube.com ADDRESS: cbeauregard@eatonberube.com														
INSURED COMCO3 Community Council of Nashua NH Inc. dba Greater Nashua Mental Health Center at Community Council 100 West Pearl Street Nashua NH 03060	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Scottsdale Insurance Co</td><td></td></tr><tr><td>INSURER B: Commerce & Industry Insurance Co</td><td>19410</td></tr><tr><td>INSURER C: Acadia Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Scottsdale Insurance Co		INSURER B: Commerce & Industry Insurance Co	19410	INSURER C: Acadia Insurance Company		INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Commerce & Industry Insurance Co	19410														
INSURER C: Acadia Insurance Company															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 1073006592**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			OPS0066955	11/12/2016	11/12/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAA000406533	11/12/2016	11/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMS0028003	11/12/2016	11/12/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	001994785	1/15/2016	1/15/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS0066955	11/12/2016	11/12/2017	\$5,000,000 \$5,000,000 Each Claim Aggregate

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

Workers Compensation Information: No Excluded officers; coverage for NH.

CERTIFICATE HOLDER**CANCELLATION**State of New Hampshire, Department of Health and Human Services
129 Pleasant St.
Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMUNITY COUNCIL OF NASHUA, NH

DBA

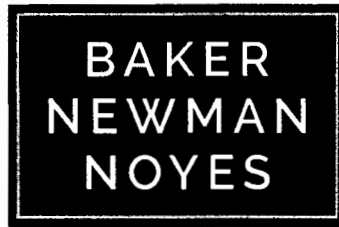
Greater Nashua Mental Health Center at Community Council

Our Mission

The Greater Nashua Mental Health Center at Community Council works with the community to meet the mental health needs of its residents by providing evaluation, treatment, resource development, and education.

Our Vision

- To create an integrated mental health system, driven by knowledge, that provides high quality, cost-effective treatment.
- To eliminate the stigma surrounding mental illness and barriers to care through education and outreach efforts.
- To develop an effective community mental health system that serves its residents by preventing, treating and enhancing recovery from mental illness.
- To collaborate with our fellow citizens in creating a community-wide system of care that ensures access, reduces redundancy, and enhances the mental and emotional health of our community.



Community Council of Nashua, NH

Audited Financial Statements

Year Ended June 30, 2015

*(With Certain Financial Information Presented
for the Year Ended June 30, 2014)
With Independent Auditors' Report*

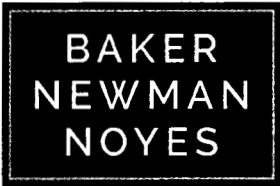
COMMUNITY COUNCIL OF NASHUA, NH

Audited Financial Statements

**Year Ended June 30, 2015
(With Certain Financial Information Presented
for the Year Ended June 30, 2014)**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Community Council of Nashua, NH

Report on the Financial Statements

We have audited the accompanying financial statements of Community Council of Nashua, NH which comprise the statement of financial position as of June 30, 2015, and the related statements of activities and changes in net assets, revenues and functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with 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.

To the Board of Directors
Community Council of Nashua, NH

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Community Council of Nashua, NH as of June 30, 2015, and the results of its operations 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 Community Council of Nashua, NH's 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated December 3, 2014. In our opinion, the summarized comparative information presented herein for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Manchester, New Hampshire
November 9, 2015

Baker Nauman & Noyes

Limited Liability Company

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF FINANCIAL POSITION

June 30, 2015 and 2014

ASSETS

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 513,212	\$ 152,211
Accounts receivable, less allowance for uncollectible accounts of \$1,544,757 in 2015 and \$939,016 in 2014	1,531,829	2,085,684
Investments	1,834,611	2,034,894
Prepaid expenses	44,343	135,497
Property and equipment, net	3,077,880	3,174,656
Debt issuance costs, net of accumulated amortization of \$13,385 in 2015 and \$11,649 in 2014	<u>4,572</u>	<u>6,308</u>
Total assets	<u>\$7,006,447</u>	<u>\$7,589,250</u>

LIABILITIES AND NET ASSETS

Liabilities:		
Line of credit	\$ 700,000	\$ 750,000
Accounts payable and accrued expenses	151,777	123,753
Accrued payroll	193,917	198,590
Accrued vacation	327,897	479,101
Deferred revenue	—	5,000
Medicaid payable	—	22,617
Notes payable	1,821,992	1,901,721
Capital lease obligations	60,244	20,035
Contingency reserve	463,745	613,745
Interest rate swap contract	<u>—</u>	<u>9,420</u>
Total liabilities	3,719,572	4,123,982
Net assets:		
Unrestricted	3,124,672	3,314,202
Temporarily restricted	63,610	52,473
Permanently restricted	<u>98,593</u>	<u>98,593</u>
Total net assets	<u>3,286,875</u>	<u>3,465,268</u>
Total liabilities and net assets	<u>\$7,006,447</u>	<u>\$7,589,250</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2015
(With Certain Financial Information Presented for the Year Ended June 30, 2014)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
Revenues, gains and other support:					
Program service fees	\$11,130,667	\$ —	\$ —	\$11,130,667	\$11,117,843
Bad debt expense	(579,196)	—	—	(579,196)	(1,415,329)
Revenues, less bad debt expense	10,551,471	—	—	10,551,471	9,702,514
State of New Hampshire - BBH	875,507	—	—	875,507	853,919
Federal grants	385,135	—	—	385,135	831,433
Rental income	60,893	—	—	60,893	71,752
Support, local governments	68,229	—	—	68,229	63,582
Contributions	793	10,000	—	10,793	28,939
United Way	10,207	—	—	10,207	2,015
Other	50,032	—	—	50,032	112,241
Net assets released from restriction (note 9)	222	(222)	—	—	—
Total revenues, gains and other support	12,002,489	9,778	—	12,012,267	11,666,395
Expenses:					
BBH funded program services:					
Children's services	1,959,683	—	—	1,959,683	2,007,768
Elderly services	545,495	—	—	545,495	547,366
Intake/placement services	56,806	—	—	56,806	31,798
Crisis response	202,638	—	—	202,638	158,895
Vocational services	213,587	—	—	213,587	236,100
Nonspecialized outpatient	1,109,595	—	—	1,109,595	1,173,547
Multi-service team	3,447,545	—	—	3,447,545	3,479,205
ACT Team	910,285	—	—	910,285	608,838
Independent housing	1,173,832	—	—	1,173,832	1,218,168
Substance abuse	640,368	—	—	640,368	633,550
Other non-BBH funded program services:					
Child impact	31,700	—	—	31,700	33,012
Court division	73,524	—	—	73,524	99,785
SAMHSA	50,671	—	—	50,671	299,540
RAISE	320	—	—	320	22,742
Supervised visitation	111,023	—	—	111,023	110,328
Research	405,147	—	—	405,147	413,000
Total program services	10,932,219	—	—	10,932,219	11,073,642
Administrative expenses	1,314,098	—	—	1,314,098	1,141,904
Change in fair value of interest rate swap contract	(9,420)	—	—	(9,420)	(20,881)
Total expenses	12,236,897	—	—	12,236,897	12,194,665
(Loss) income from operations	(234,408)	9,778	—	(224,630)	(528,270)

Continued next page.

COMMUNITY COUNCIL OF NASHUA, NH

**STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended June 30, 2015
(With Certain Financial Information Presented for the Year Ended June 30, 2014)

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>2015</u>	<u>2014</u>
(Loss) income from operations	\$ (234,408)	\$ 9,778	\$ —	\$ (224,630)	\$ (528,270)
Other income:					
Investment income	56,056	1,908	—	57,964	64,586
Realized and unrealized (losses) gains on investments	<u>(11,178)</u>	<u>(549)</u>	<u>—</u>	<u>(11,727)</u>	<u>195,332</u>
Total other income	<u>44,878</u>	<u>1,359</u>	<u>—</u>	<u>46,237</u>	<u>259,918</u>
(Deficiency) excess of revenues, gains and other support and other income over expenses	(189,530)	11,137	—	(178,393)	(268,352)
Net assets, beginning of year	<u>3,314,202</u>	<u>52,473</u>	<u>98,593</u>	<u>3,465,268</u>	<u>3,733,620</u>
Net assets, end of year	<u>\$ 3,124,672</u>	<u>\$ 63,610</u>	<u>\$ 98,593</u>	<u>\$ 3,286,875</u>	<u>\$ 3,465,268</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENTS OF CASH FLOWS

Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities:		
Decrease in net assets	\$ (178,393)	\$ (268,352)
Adjustments to reconcile decrease in net assets to net cash provided (used) by operating activities:		
Depreciation and amortization	213,251	203,872
Net realized and unrealized losses (gains) on investments	11,727	(195,332)
Bad debt expense	579,196	1,415,329
Change in fair value of interest rate swap contract	(9,420)	(20,881)
Changes in operating assets and liabilities:		
Accounts receivable, net	(25,341)	(2,147,911)
Prepaid expenses	91,154	(3,457)
Accounts payable and accrued expenses	28,024	26,306
Accrued payroll and vacation	(155,877)	64,156
Medicaid payable	(22,617)	(27,141)
Deferred revenue	(5,000)	(33,654)
Contingency reserve	<u>(150,000)</u>	<u>(116,704)</u>
Net cash provided (used) by operating activities	376,704	(1,103,769)
Cash flows from investing activities:		
Purchases of investments	(504,735)	(989,682)
Proceeds from sale of investments	693,291	1,263,113
Purchase of fixed assets	<u>(50,951)</u>	<u>(137,895)</u>
Net cash provided by investing activities	137,605	135,536
Cash flows from financing activities:		
Proceeds from long-term debt and line of credit	200,000	1,270,000
Principal payments on long-term debt and line of credit	(329,729)	(607,677)
Payments on capital lease obligations	<u>(23,579)</u>	<u>(44,069)</u>
Net cash (used) provided by financing activities	<u>(153,308)</u>	<u>618,254</u>
Net increase (decrease) in cash and cash equivalents	361,001	(349,979)
Cash and cash equivalents, beginning of year	<u>152,211</u>	<u>502,190</u>
Cash and cash equivalents, end of year	\$ <u>513,212</u>	\$ <u>152,211</u>
Supplemental disclosure of cash flow information:		
Cash paid for:		
Interest	\$ <u>122,030</u>	\$ <u>122,240</u>
Supplemental disclosure of noncash activities:		
Assets acquired under capital lease	\$ <u>63,788</u>	\$ <u>—</u>
Refinancing of debt in 2015	\$ <u>1,074,406</u>	\$ <u>—</u>

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH
STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES
Year Ended June 30, 2015

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient
Program service fees										
Client fees, net	\$ 691,436	\$ -	\$ 691,436	\$ (8,424)	\$ 63,922	\$ 582	\$ 7,074	\$ (1,481)	\$ 13,473	\$ 47,400
BC/BS, net	263,931	-	263,931	53,018	10,000	786	2,843	1,251	-	75,878
Medicaid, net	2,464,011	-	2,464,011	260,421	369,616	77	3,891	1,594	29,873	27,363
Managed care, net	6,222,157	-	6,222,157	2,729,074	222,844	571	10,354	1,991	41,459	209,409
Medicare, net	554,661	-	554,661	924	66,592	(520)	5,022	144	-	222,944
Other insurance, net	279,440	-	279,440	39,966	10,693	330	4,532	2,508	-	59,696
Other program fees, net	75,835	-	75,835	-	-	-	-	-	-	-
Total program service fees, net	10,551,471	-	10,551,471	3,074,979	743,667	1,826	33,716	6,007	84,805	642,690
State of New Hampshire - BBH										
Federal grants	875,507	-	875,507	-	-	-	61,910	-	-	5,000
Rental income	385,135	-	385,135	-	-	-	-	-	-	-
Support, local governments	60,893	-	60,893	-	-	-	-	-	-	-
Contributions	68,229	-	68,229	-	-	-	-	-	-	68,229
United Way	10,793	-	10,793	100	50	-	-	-	-	10,643
Other revenue (including nonoperating and restricted)	10,207	-	10,207	-	-	-	-	-	-	207
	96,269	-	96,269	6,000	-	-	-	-	11,001	71,348
Total revenue	12,058,504	-	12,058,504	3,081,079	743,717	1,826	95,626	6,007	95,806	798,117

	Total Agency	Total Administration	Total Programs	Children and Adolescents	Elderly Services	Intake	Emergency Services Assessment	Brief/DRF	Vocational Services	Non-specialized Outpatient
Expenses:										
Salaries and wages	\$ 6,976,539	\$ 393,988	\$ 6,582,551	\$ 1,219,921	\$ 357,008	\$ 3,295	\$ 164,694	\$ -	\$ 121,832	\$ 544,074
Employee benefits	1,022,456	173,954	848,502	205,100	45,709	18,722	14,074	-	28,045	57,279
Payroll taxes	509,566	28,334	481,232	92,788	25,862	222	7,947	-	9,033	37,917
Substitute staff	9,567	8,752	815	815	-	-	-	-	-	-
Accounting	50,094	49,544	550	-	-	-	-	-	-	550
Audit fees	67,278	21,216	46,062	10,574	2,261	820	330	-	1,078	3,630
Legal fees	39,457	31,115	8,342	359	76	28	11	-	36	122
Other prof. fees/consultations	1,482,943	356,893	1,126,050	224,279	53,305	18,647	7,633	-	24,672	87,144
Journals and publications	467	167	300	58	13	5	2	-	45	21
Conferences and conventions	14,759	1,116	13,643	2,650	260	4	2	-	5	58
Other staff development	2,677	2,063	614	56	12	4	2	-	6	19
Rent	(99)	(382)	283	(405)	(97)	(35)	(14)	-	(46)	(155)
Mortgage (interest)	82,191	-	82,191	-	-	-	-	-	-	82,191
Heating costs	35,948	5,841	30,107	6,193	1,477	536	216	-	705	2,373
Other utilities	97,229	15,800	81,429	16,753	3,996	1,449	583	-	1,906	6,417
Maintenance and repairs	147,951	28,846	119,105	23,950	5,713	2,071	834	-	2,724	9,174
Other occupancy costs	58,609	5,984	52,625	1,165	249	90	36	-	119	399
Office	77,810	22,157	55,653	8,115	1,895	664	267	-	4,349	3,029
Building/household	16,857	348	16,509	3,397	810	294	118	-	386	1,301
Food	12,566	4,600	7,966	3,339	208	75	30	-	99	317
Advertising	3,697	3,697	-	-	-	-	-	-	-	-
Printing	26,596	5,055	21,541	3,719	1,012	233	94	-	606	2,176
Telephone/communication	141,307	15,838	125,469	21,802	6,567	1,438	2,325	-	2,972	6,371
Postage/shipping	11,661	4,140	7,521	1,481	342	124	50	-	185	549
Board Members	46	-	46	-	-	-	-	-	-	-
Staff	162,204	3,876	158,328	17,498	16,291	310	259	-	4,420	1,375
Clients	1,400	1,400	-	-	-	-	-	-	-	-
Client services	357,084	-	357,084	3,783	20	-	-	-	137	-
Malpractice and bonding	277,789	45,141	232,648	47,862	11,417	4,139	1,667	-	5,445	18,334
Vehicles	4,534	737	3,797	781	186	68	27	-	89	299
Comprehensive property and liability	67,544	10,976	56,568	11,638	2,776	1,006	405	-	1,324	4,458
Interest expense (other than mortgage)	39,839	-	39,839	-	-	-	-	-	-	39,839
Depreciation, equipment	108,538	27,204	81,334	-	-	-	-	-	-	81,334
Depreciation, building	102,977	-	102,977	-	-	-	-	-	-	102,977
Equipment rental	60,298	5,671	54,627	4,459	1,064	386	155	-	507	1,708
Equipment maintenance	12,620	2,051	10,569	2,173	519	188	76	-	247	833
Membership dues	35,480	17,202	18,278	3,354	1,290	118	48	-	155	5,045
Other expenditures	127,838	20,774	107,064	22,026	5,254	1,905	767	-	2,506	8,437
Total program expenses	12,246,317	1,314,098	10,932,219	1,959,683	545,495	56,806	202,638	-	213,587	1,109,595
Administrative allocation	-	(1,314,098)	1,314,098	237,756	63,009	655	19,911	-	23,317	179,332
Change in fair value of interest rate swap contract	(9,420)	-	(9,420)	-	-	-	-	-	-	(9,420)
Total expenses	12,236,897	-	12,236,897	2,197,439	608,504	57,461	222,549	-	236,904	1,279,507
(Deficit) surplus	\$ (178,393)	\$ -	\$ (178,393)	\$ 883,640	\$ 135,213	\$ (55,635)	\$ (126,923)	\$ 6,007	\$ (141,098)	\$ (481,390)

COMMUNITY COUNCIL OF NASHUA, NH

STATEMENT OF REVENUES AND FUNCTIONAL EXPENSES (CONTINUED)

Year Ended June 30, 2015

	Multi- Service Team	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	Court Division	SAMHSA	Research	RAISE
Program service fees											
Client fees, net	\$ 257,710	\$ 142,273	\$ 79,156	\$ 51,314	\$ 3,652	\$ 35,145	\$ -	\$ -	\$ -	\$ (360)	\$ -
BC/BS, net	19,734	18,355	-	61,945	-	-	-	-	-	20,121	-
Medicaid, net	877,688	428,735	457,442	9,311	-	-	-	-	-	-	-
Managed care, net	1,986,546	389,181	507,035	123,328	106	259	-	-	-	-	-
Medicare, net	217,699	17,409	-	24,447	-	-	-	-	-	-	-
Other insurance, net	22,418	7,027	-	118,311	-	-	-	-	-	13,959	-
Other program fees, net	-	-	-	-	-	-	-	-	-	75,835	-
Total program service fees, net	3,381,795	1,000,980	1,043,633	388,656	3,758	35,404	-	-	-	109,555	-
State of New Hampshire - BBH											
Federal grants	326,500	307,309	174,788	-	-	-	-	-	-	-	-
Rental income	40,300	-	55,276	-	60,791	-	-	50,000	-	175,440	3,328
Support, local governments	-	-	60,893	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-
United Way	-	-	10,000	-	-	-	-	-	-	-	-
Other revenue (including nonoperating and restricted)	-	-	-	-	-	-	7,920	-	-	-	-
Total revenue	3,748,595	1,308,289	1,344,590	388,656	64,549	35,404	7,920	50,000	-	284,995	3,328

Multi-Service Team	ACT Team	Independent Housing	Substance Abuse	Supervised Visitation	Child Impact	REAP	Court Division	SAMHSA	Research	RAISE
Expenses:										
Salaries and wages	\$ 2,199,357	\$ 584,754	\$ 437,588	\$ 62,073	\$ 25,548	\$ -	\$ 49,306	\$ 2,838	\$ 224,667	\$ 142
Employee benefits	227,857	60,141	34,684	16,819	-	-	18,263	39	16,290	43
Payroll taxes	164,331	42,598	30,123	4,409	836	-	4,395	238	16,434	10
Substitute staff	-	-	-	-	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-	-	-	-
Audit fees	17,303	2,085	3,146	-	33	-	-	-	1,337	-
Legal fees	5,973	1,468	106	-	1	-	-	-	45	-
Other prof. fees/consultations	430,810	73,085	71,996	23,328	751	-	-	-	30,546	-
Journals and publications	98	12	20	-	0	-	-	-	8	-
Conferences and conventions	1,162	5,375	232	25	0	-	-	-	3,134	-
Other staff development	462	11	17	-	0	-	-	-	7	-
Rent	(739)	(136)	(134)	2,250	(1)	-	-	-	(57)	-
Mortgage (interest)	-	-	-	-	-	-	-	-	-	-
Heating costs	11,309	2,081	2,056	-	22	-	-	-	874	-
Other utilities	30,588	5,630	5,561	-	58	-	-	-	2,363	-
Maintenance and repairs	43,729	10,461	7,951	-	83	-	-	-	3,378	-
Other occupancy costs	1,904	229	346	-	4	-	-	47,556	147	-
Office	18,068	3,225	4,462	-	3,891	-	-	-	4,255	-
Building/household	6,201	1,141	1,128	-	12	-	-	-	479	-
Food	2,009	490	290	-	19	-	-	-	671	-
Advertising	-	-	-	-	-	-	-	-	-	-
Printing	9,140	1,023	1,763	-	9	-	-	-	400	-
Telephone/communication	44,353	15,770	5,922	1,132	58	-	1,560	-	3,586	-
Postage/shipping	2,635	561	476	-	5	-	-	-	589	-
Board Members	46	-	-	-	-	-	-	-	-	-
Staff	62,088	13,889	1,751	812	54	-	-	-	3,703	-
Clients	-	-	-	-	-	-	-	-	-	-
Client services	1,830	55,171	-	-	-	-	-	-	-	-
Malpractice and bonding	87,392	16,084	15,890	-	167	-	-	-	46,028	125
Vehicles	1,426	263	259	-	3	-	-	-	6,750	-
Comprehensive property and liability	21,249	3,911	3,864	-	41	-	-	-	110	-
Interest expense	-	-	-	-	-	-	-	-	1,641	-
(other than mortgage)	-	-	-	-	-	-	-	-	-	-
Depreciation, equipment	-	-	-	-	-	-	-	-	-	-
Depreciation, building	-	-	-	-	-	-	-	-	-	-
Equipment rental	8,143	1,499	1,631	-	16	-	-	-	33,578	-
Equipment maintenance	3,970	731	722	-	8	-	-	-	307	-
Membership dues	4,633	1,331	854	175	5	-	-	-	771	-
Other expenditures	40,218	7,402	7,312	-	77	-	-	-	3,106	-
Total program expenses	3,447,545	910,285	640,368	111,023	31,700	-	73,524	50,671	405,147	320
Administrative allocation	458,614	75,715	67,332	3,363	-	-	-	784	22,269	-
Change in fair value of interest rate swap contract	-	-	-	-	-	-	-	-	-	-
Total expenses	3,906,159	986,000	707,700	114,386	31,700	-	73,524	51,455	427,416	320
(Deficit) surplus	\$ (157,564)	\$ 322,289	\$ 8,717	\$ (319,044)	\$ (49,837)	\$ 7,920	\$ (23,524)	\$ (51,455)	\$ (142,421)	\$ 3,008

See accompanying notes.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

1. **Nature of Activities**

Organization

Community Council of Nashua, NH, d/b/a Greater Nashua Mental Health Center (the Organization), is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with their Community Support Services, Child and Adolescent Programs, Clinical Research and Integrated HealthCare Programs, Adult Outpatient Services, and specialty services such as Housing, Deaf Services, Substance Abuse Program, Vocational Services and Individual and Group Therapy.

The Organization is subject to a number of risks common to organizations currently serving this industry. Principal among these risks is the impact of budget cuts and healthcare reform and its effect on the Organization's current and anticipated levels of revenue in 2016. The Organization experienced losses from operations in 2015 and 2014 of \$224,630 and \$528,270, respectively. For fiscal 2016 and going forward, management has implemented various cost saving strategies to reduce its operating costs in line with current market conditions as well as refinanced certain debt during 2015. Management believes that cash flows from operations will provide the necessary cash resources to fund the Organization's operations through June 30, 2016.

2. **Significant Accounting Policies**

Basis of Accounting

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

Use of Estimates

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

Cash and Cash Equivalents

The Organization considers cash in banks and all other highly liquid investments with original maturities of three months or less when purchased to be cash and cash equivalents for purposes of the statement of cash flows.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. Significant Accounting Policies (Continued)

Investments

The Organization reports investments at fair value in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification Topic 958-320, *Accounting for Certain Investments Held by Not-for-Profit Organizations*. See Note 5 for fair value measurement disclosures for investments.

Investment income or loss (including realized and unrealized gains and losses on investments and interest and dividends) is included in the accompanying statements of activities within other income unless the income is restricted by donor or law.

Program Service Fees

Program service fees are charged at established rates and recognized as services are rendered. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to service fees. Net revenues from managed care represented approximately 59% and 29% of the Organization's net program service fees revenue for the years ended June 30, 2015 and 2014, respectively. Net revenues from the Medicaid program accounted for approximately 23% and 50% of the Organization's net program service revenue for the years ended June 30, 2015 and 2014, respectively.

An estimated breakdown of program service fees, net of the provision for bad debts, discounts and allowances, recognized in 2015 and 2014 from those major sources is as follows:

	<u>2015</u>	<u>2014</u>
Private pay	\$ 691,437	\$ 433,223
Commercial insurance	543,371	764,893
Medicaid	2,464,010	4,864,511
Medicare	554,662	637,470
Other payors	75,835	176,701
Managed care	<u>6,222,156</u>	<u>2,825,716</u>
	<u>\$10,551,471</u>	<u>\$9,702,514</u>

Federal Grant Revenue and Expenditures

Revenues and expenses under federal grant programs are recognized as the related expenditure is incurred.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. Significant Accounting Policies (Continued)

Accounts Receivable

Accounts receivable are reduced by an allowance for uncollectible accounts. In evaluating the collectibility of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for uncollectible accounts and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payor sources. The decrease in bad debt expense in 2015 as compared to 2014 is driven primarily by payor mix as well as collection trends on recent services.

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2015 and 2014. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements. With few exceptions, the Organization is no longer subject to income tax examinations by the U.S. federal or state tax authorities for years before 2012.

Debt Issuance Costs

Costs associated with the issuance of bonds and other debt are initially capitalized and amortized over the respective life of the related obligation.

Property and Equipment

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts. The Organization's policy is to capitalize assets greater than \$1,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated useful lives:

Furniture and equipment	3 - 7 years
Real estate and improvements, excluding land	5 - 39 years
Computer equipment and software	3 - 10 years
Vehicles	5 years
Equipment under capital lease	Shorter of lease term or estimated useful life

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. **Significant Accounting Policies (Continued)**

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Organization has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

The Organization has interpreted the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Investment Return Objectives, Risk Parameters and Strategies

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

2. **Significant Accounting Policies (Continued)**

Spending Policy

Currently, the Organization does not have a written approved spending policy. Historically, the Organization has appropriated for distribution the accumulated interest and dividend income on the investment funds. The Organization considers the long-term expected return on its investment assets, the nature and duration of the individual endowment funds, many of which must be maintained in perpetuity because of donor restrictions, and the possible effects of inflation.

Donor Restricted Gifts

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statements of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Derivative Instruments

The Organization has used derivatives to manage risks related to interest rate movements. The interest rate swap contract was designated as qualifying as a cash flow hedge and was reported at fair value at June 30, 2014. The Organization's interest rate risk management strategy is to stabilize cash flow requirements by maintaining an interest rate swap contract to convert variable rate debt to a fixed rate. The Organization was exposed to credit loss in the event of nonperformance by the counterparties to the interest rate swap contract. However, the Organization did not anticipate nonperformance by the counterparties. The swap agreement reached its scheduled maturity on November 18, 2014. See Note 10.

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 November 9, 2015 which is the date the financial statements were available to be issued.

Recent Accounting Pronouncement

In April 2015, the FASB issued ASU No. 2015-03, *Interest – Imputation of Interest: Simplifying the Presentation of Debt Issuance Costs* (ASU 2015-03). ASU 2015-03 simplifies the presentation of debt issuance costs and requires that the debt issuance costs related to a recognized debt liability be presented in the balance sheet as a direct deduction from the carrying amount of that debt liability, consistent with debt discounts. ASU 2015-03 is effective for the Organization's year ending June 30, 2017, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2015-03 on the Organization's financial statements.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

3. Concentrations of Credit Risk

Financial instruments which subject the Organization to credit risk consist of cash and cash equivalents, accounts receivable and investments. The Organization maintains cash accounts in financial institutions which are insured by federal agencies up to \$250,000. At times throughout the year, the balances may exceed this limit. The risk with respect to cash equivalents is minimized by the Organization's policy of investing in financial instruments with short-term maturities issued by highly rated financial institutions. The Organization's investment portfolio consists of diversified investment funds, which are subject to market risk, but are not subject to concentrations in any sectors. The mix of gross receivables from patients and third-party payors as of June 30, 2015 and 2014 is as follows:

	<u>2015</u>	<u>2014</u>
Medicare	5%	5%
Medicaid	16	19
Other third-party payors	3	4
Patients	69	54
Managed care	<u>7</u>	<u>18</u>
	<u>100%</u>	<u>100%</u>

4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	<u>2015</u>	<u>2014</u>
Equity mutual funds	\$ 971,633	\$1,152,511
Fixed income	<u>862,978</u>	<u>882,383</u>
Total investments	<u>\$1,834,611</u>	<u>\$2,034,894</u>

Total investment income and net realized and unrealized gains/losses on investments reported within the accompanying statements of activities and changes in net assets are as follows for the years ended June 30:

	<u>2015</u>	<u>2014</u>
Unrestricted:		
Investment income	\$ 56,056	\$ 27,498
Net realized and unrealized (losses) gains on investments	<u>(11,178)</u>	<u>62,804</u>
	44,878	90,302
Temporarily restricted:		
Investment income	1,908	37,088
Net realized and unrealized (losses) gains on investments	<u>(549)</u>	<u>132,528</u>
	<u>1,359</u>	<u>169,616</u>
	<u>\$ 46,237</u>	<u>\$259,918</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

4. **Investments (Continued)**

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. **Fair Value Measurements**

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of non-performance risk including the Organization's own credit risk.

The fair value hierarchy for valuation inputs prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which are determined by the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

- Level 1 – inputs are based upon unadjusted quoted prices for identical instruments traded in active markets.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models and similar techniques.

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

5. Fair Value Measurements (Continued)

Investments

The fair values of mutual funds and fixed income securities are primarily based upon quoted prices in active markets for identical assets and, therefore, are reflected as Level 1. However, within fixed income securities, the fair value of corporate bonds is derived using a model where inputs are directly observable or can be derived from observable market data and, therefore, reflected as Level 2.

Interest Rate Swap Contract

The fair value for the interest rate swap liability at June 30, 2014 is included in Level 2 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

For the fiscal years ended June 30, 2015 and 2014, the application of valuation techniques applied to similar assets and liabilities has been consistent. The following presents the balances of assets and liabilities measured at fair value on a recurring basis at June 30:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2015</u>				
Equity mutual funds:				
Common equity securities	\$ 851,211	\$ —	\$ —	\$ 851,211
Common equity mutual funds	120,422	—	—	120,422
Fixed income:				
U.S. Treasury bonds	342,210	—	—	342,210
Corporate bonds	—	237,441	—	237,441
Mortgage backed securities	134,472	—	—	134,472
Corporate bond mutual funds	108,604	—	—	108,604
International bonds	<u>40,251</u>	<u>—</u>	<u>—</u>	<u>40,251</u>
	<u>\$1,597,170</u>	<u>\$237,441</u>	<u>\$ —</u>	<u>\$1,834,611</u>
<u>2014</u>				
Equity mutual funds:				
Common equity securities	\$ 733,495	\$ —	\$ —	\$ 733,495
Common equity mutual funds	166,696	—	—	166,696
International equities	252,320	—	—	252,320
Fixed income:				
U.S. Treasury bonds	325,736	—	—	325,736
Corporate bonds	—	260,447	—	260,447
Mortgage backed securities	123,406	—	—	123,406
Corporate bond mutual funds	112,708	—	—	112,708
International bonds	60,086	—	—	60,086
Interest rate swap contract liability	<u>—</u>	<u>(9,420)</u>	<u>—</u>	<u>(9,420)</u>
	<u>\$1,774,447</u>	<u>\$251,027</u>	<u>\$ —</u>	<u>\$2,025,474</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

5. Fair Value Measurements (Continued)

The Organization's other significant financial instruments include cash and cash equivalents, accounts receivable, notes payable, capital lease obligations, and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value due to short maturities or interest rate terms that approximate current market rates.

6. Property and Equipment

Property and equipment consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Real estate and improvements	\$ 4,856,072	\$ 4,827,330
Furniture and equipment	227,364	227,364
Computer equipment	164,730	81,450
Software	660,917	658,200
Vehicles	<u>32,766</u>	<u>32,766</u>
	5,941,849	5,827,110
Less accumulated depreciation	<u>(2,863,969)</u>	<u>(2,652,454)</u>
Total property and equipment, net	<u>\$ 3,077,880</u>	<u>\$ 3,174,656</u>

The net carrying value of assets held under capital leases was \$150,599 and \$106,655 at June 30, 2015 and 2014, respectively.

7. Contingency Reserve

The Organization receives money for patient services billed under the Medicare and Medicaid programs of the federal government. If billings for patient services are deemed by the federal government upon audit to not be in compliance with the provisions of the Medicare and Medicaid programs, the Organization will be required to repay the funds. As of June 30, 2015 and 2014, the Organization has accrued \$238,745 and \$613,745, respectively, for such contingencies. The decrease in the accrual in 2015 is due to management's assessment that exposures to Medicare and Medicaid program noncompliance were significantly reduced in 2015. See also Note 12.

The Organization has also accrued \$225,000 within the contingency reserve related to a managed care contract that went into effect during fiscal year 2015. There is a potential liability related to this contract for service levels provided under the contract as of June 30, 2015. The Organization is in the process of negotiating a settlement amount with the managed care provider. The estimated amount of this settlement is \$225,000, with an estimated potential maximum exposure of \$250,000.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

8. Tax Deferred Annuity Plan

The Organization has a 403(b) employer sponsored retirement plan. All employees are eligible to participate as of the date of hire. The Organization offers a match of dollar-for-dollar up to 4% of annual salary. To be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In April 2014, the employer match was suspended. There was no benefit expense associated with this plan for the year ended June 30, 2015. Benefits expense associated with this plan amounted to \$112,348 for the year ended June 30, 2014.

9. Endowment Funds and Net Assets

The composition of the endowment account is as follows as of June 30:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2015</u>				
Board/donor-restricted endowment fund	<u>\$1,792,098</u>	<u>\$ 1,359</u>	<u>\$98,593</u>	<u>\$1,892,050</u>
<u>2014</u>				
Board/donor-restricted endowment fund	<u>\$2,005,502</u>	<u>\$ —</u>	<u>\$98,593</u>	<u>\$2,104,095</u>

Investments comprising endowment funds are included in the accompanying statement of financial position as follows as of June 30:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 57,439	\$ 69,201
Investments	<u>1,834,611</u>	<u>2,034,894</u>
	<u>\$1,892,050</u>	<u>\$2,104,095</u>

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

9. Endowment Funds and Net Assets (Continued)

Changes in the endowment account are as follows for the years ended June 30:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, June 30, 2013	\$ 642,456	\$ 1,412,628	\$ 98,593	\$2,153,677
Investment return:				
Investment income	19,239	45,256	—	64,495
Net appreciation (realized and unrealized)	58,269	137,063	—	195,332
Investment fees	<u>(5,399)</u>	<u>(12,703)</u>	<u>—</u>	<u>(18,102)</u>
Total investment return	72,109	169,616	—	241,725
Transfer from donor-restricted to board-restricted endowment fund	1,582,244	(1,582,244)	—	—
Appropriation of endowment assets for expenditure	<u>(291,307)</u>	<u>—</u>	<u>—</u>	<u>(291,307)</u>
Endowment net assets, June 30, 2014	2,005,502	—	98,593	2,104,095
Investment return:				
Investment income	55,242	2,716	—	57,958
Net depreciation (realized and unrealized)	(11,178)	(549)	—	(11,727)
Investment fees	<u>(16,390)</u>	<u>(808)</u>	<u>—</u>	<u>(17,198)</u>
Total investment return	27,674	1,359	—	29,033
Appropriation of endowment assets for expenditure	<u>(241,078)</u>	<u>—</u>	<u>—</u>	<u>(241,078)</u>
Endowment net assets, June 30, 2015	<u>\$1,792,098</u>	<u>\$ 1,359</u>	<u>\$98,593</u>	<u>\$1,892,050</u>

In 2014, accumulated earnings within temporarily restricted endowment, no longer subject to donor time or purpose restrictions, were transferred to the Organization's board-restricted endowment fund.

Permanently restricted endowment net assets consist of investment principal maintained in perpetuity. The income earned may be used to support operations. There is one fund that required the appreciation to be included in permanently restricted endowment net assets until such time as it reached a fair value of \$50,000, at which point the income earned may then be used to support operations. The fund reached \$50,000 during the year ended June 30, 2011, and the remaining appreciation is, therefore, reported as temporarily restricted until these funds are withdrawn to support operations.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

10. Line of Credit and Long-Term Debt

The Organization maintains a \$1,000,000 revolving line-of-credit with TD Bank, secured by a mortgage on real property and substantially all business assets, and carrying a variable interest rate of prime plus 1.0% adjusted daily with a floor rate of 4.00% (4.25% at June 30, 2015). Interest is payable monthly. The line-of-credit had an outstanding balance of \$700,000 and \$750,000 at June 30, 2015 and 2014, respectively. The line of credit agreement has a maturity date of January 31, 2016.

Long-term debt consists of the following at June 30:

	<u>2015</u>	<u>2014</u>
Note payable, TD Bank, secured by mortgaged property, with a fixed interest rate of 4.00%, monthly principal and interest payments due of \$7,978 (based on a 15 year amortization period), with a balloon payment for the remaining principal in January 2017	\$1,051,909	\$ —
Note payable, TD Bank and New Hampshire Higher Educational and Health Facilities Authority (HEFA). TD Bank participated in 70% of the original principal balance, and HEFA participated in 30% of the original principal balance. At June 30, 2015, 100% of the principal balance remaining is to TD Bank. The note is secured by mortgaged property, with interest at a blended fixed rate of 4.233% through July 29, 2015 and will then adjust to the Federal Home Loan Bank Boston Five Year Classic Advance Rate plus 2.65% on August 22, 2015, monthly principal and interest payments due of \$5,787, with a balloon payment due for the remaining principal on July 29, 2020	770,083	805,644
Mortgage payable, TD Bank, secured by mortgage on real property and collateral assignment of leases and rents, with interest at the rate of one month LIBOR plus 3.00%, monthly principal payments due ranging from \$2,460 to \$2,925 through October 2014, plus interest, with a balloon payment due for the remaining principal on November 2014, subject to an interest rate swap contract (described below). This mortgage was refinanced in 2015 as described below	—	897,893
Note payable, TD Bank, secured by mortgaged property, with a fixed interest rate of 4.29%. The loan was payable in monthly installments of \$2,367 through October 2022. This note was refinanced in 2015 as described below	—	198,184
	<u>\$1,821,992</u>	<u>\$1,901,721</u>

On January 5, 2015, the Organization entered into a note payable with TD Bank totaling \$1,074,406 to consolidate and refinance the \$897,893 mortgage payable and \$198,184 note payable outstanding to TD Bank as of June 30, 2014.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

10. Line of Credit and Long-Term Debt (Continued)

Aggregate maturities required on long-term debt at June 30, 2015 are as follows:

2016	\$ 92,270
2017	1,036,519
2018	40,946
2019	42,703
2020	44,557
Thereafter	<u>564,997</u>
	<u>\$1,821,992</u>

TD Bank requires that the Organization meet certain financial covenants. The Organization must meet 85% of the projected EBITDA of \$22,000 for the fiscal year ended June 30, 2015. The Organization must maintain a minimum unrestricted liquidity in the endowment of \$1,250,000 at all times. The Organization is in compliance with the debt covenants as of June 30, 2015.

In November 2009, the Organization entered into an interest rate swap contract with TD Bank in order to reduce the impact of changes in interest rates in conjunction with the \$897,893 mortgage payable. The interest rate swap contract matured on November 18, 2014 and there is no remaining liability as of June 30, 2015. The interest rate swap contract was recorded at fair value of \$(9,420) as of June 30, 2014.

11. Leases

The Organization rents additional housing space in Nashua, NH to be used for patient housing by the housing program. The Organization receives subsidies for reimbursement of expenses per a State contract to offset expenses not covered by patient reimbursement for rent. These leases began to expire in July 2014. The required monthly rental payments range from \$1,200 to \$1,400 and totals \$3,900 per month. Total rent expense under these agreements amounted to \$85,800 and \$63,600 for the years ended June 30, 2015 and 2014, respectively.

Rent expense of \$52,546 and \$13,500 for various equipment was incurred during the years ended June 30, 2015 and 2014, respectively, under noncancellable operating lease agreements covering a term greater than one year.

The Organization also leased a phone system under a capital lease arrangement, with interest at 3.2%, which expired in October 2014. During 2015, the Organization entered into a capital lease arrangement for computers, which calls for monthly principal and interest payments of \$1,995 through April 2018.

COMMUNITY COUNCIL OF NASHUA, NH

NOTES TO FINANCIAL STATEMENTS

June 30, 2015

(With Certain Financial Information Presented for the Year Ended June 30, 2014)

11. Leases (Continued)

Future minimum lease payments required under noncancellable lease agreements for the next five years ending June 30 are as follows:

	<u>Operating Leases</u>	<u>Capital Lease</u>
2016	\$ 39,579	\$ 23,940
2017	19,279	23,940
2018	12,079	19,951
2019	12,079	—
2020	<u>9,380</u>	<u>—</u>
Total payments	<u>\$ 92,396</u>	67,831
Less amounts representing interest		<u>(7,587)</u>
Present value of total minimum lease payments		<u>\$ 60,244</u>

12. Medicaid Audit

The Organization was requested by Medicaid to complete a self-audit of Medicaid billing for recreational billing as part of the Organization's Young Adult Program. During 2013, the Organization reached a settlement agreement with Medicaid in regards to this audit totaling \$54,282. The agreement calls for 24 monthly payments of \$2,262. The liability remaining relating to this agreement at June 30, 2014 was \$22,617 and this was paid in full at June 30, 2015.

13. Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2015, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

14. Electronic Health Records Incentive Payments

The CMS Electronic Health Records (EHR) incentive programs provide a financial incentive for the "meaningful use" of certified EHR technology to achieve health and efficiency goals. To qualify for incentive payments, eligible organizations must successfully demonstrate meaningful use of certified EHR technology through various stages defined by CMS. The Organization filed certain meaningful use attestations with CMS. Revenue totaling \$191,250 associated with these meaningful use attestations was recorded within federal grants in the accompanying statement of activities and changes in net assets for the year ended June 30, 2014. No such revenue was recorded for the year ended June 30, 2015.

Greater Nashua Mental Health Center

at Community Council

BOARD OF DIRECTORS 2015

February 18, 2016

PRESIDENT
FIRST VICE PRESIDENT
SECRETARY
TREASURER
PRESIDENT/CEO

James Fasoli
Edmund Sylvia
Jone Labombard
Marie Tule, CPA
Craig Amoth
E-Mail: amothc@gnmhc.org

TERMS EXPIRES FEBRUARY 2019

Sanders F. Burstein, MD (2013)
Jone Labombard (2010)

TERMS EXPIRES FEBRUARY 2018

Emily Blatt (07-2015)
James S. Fasoli (2009)
Elizabeth Sheehan (2015)
Mary Ann Somerville (2012)

TERMS EXPIRES FEBRUARY 2017

Pamela Burns (2011)
Christine M. Furman (2014)
Kathie Rice Orshak, MA (2011)
Tanya L. Spony, Esq. (2014)
Edmund Sylvia (2011)
Marie Tule, CPA (2011)



CRAIG D. AMOTH

EMPLOYMENT OBJECTIVE:

Provide dynamic leadership for an organization that delivers a valuable service that meets a critical human need.

EMPLOYMENT HISTORY:

Executive

Director

**Greater Nashua Mental Health Center, at Community Council
Nashua, MH**

Dates of employment: July '15 – Present

Duties: Responsible for the overall operations of the second largest CBHC in New Hampshire, providing a comprehensive array of behavioral health services to residents in the southernmost part of the State. The agency has a staff of approximately 200, with an annual budget of 11 million; serving over 5,000 clients per year.

President

& CEO

**Behavioral Health Services North
Plattsburgh, NY**

Dates of employment: Mar. '13–June '15

Duties: Responsible for the overall operations of one of the oldest and largest nonprofit organizations in upstate New York, providing a comprehensive array of behavioral health and social support services for clients across the entire age / developmental spectrum. The agency has a staff of approximately 180, with an annual budget of over 10 million; serving approximately 8,000 individuals each year through 24 programs across three rural counties.

Results: Led the Board and Staff through a comprehensive strategic planning process in response to a rapidly changing healthcare environment--including the transition to Medicaid managed care and integrated health. New initiatives include: same day client access, maximizing technology to enhance efficiency and effectiveness, a performance management program and other human capital enhancements, significant expansion of new low income housing, bringing primary care into the behavioral health clinic, a new community-based crisis stabilization program, enhancing client access to best practices; along with an expansion of development, marketing and community relations activities. Named to the Steering Committee for the northern New York healthcare delivery system reform initiative: a program initiated by the Governor to promote integrated care, reduce unnecessary hospitalizations, increase best practices, and make recommendations for a successful transition to Medicaid managed care.

Consultant & Interim Director of Development and Community Relations

Visiting Nurse & Hospice of VT and NH

West Lebanon, NH

Dates of employment: Jan.-Sept. 2012

Duties: Brought in to assist the organization with Fund Raising / Development, Marketing and Community Relations initiatives. The agency provides home health care and hospice services to a large, rural population in western New Hampshire and eastern Vermont; with over 200 staff and an annual operating budget of 20 million. The agency had been experiencing declines in referrals as a result of new competition, as well as declines in revenue from development activities (annual appeals, grants, etc.).

Results: Serving as both consultant and interim Director of Development and Community Relations, I worked with the senior leadership and the Board Development Committee to define the problems and formulate solutions. Delivered new marketing and development strategies and plans that were designed to address the issues identified and effectively utilize available resources to accomplish the goals. Achieved the best Spring appeal campaign in five years, more than doubling the income from the previous year's effort. This was a limited term engagement.

CEO **Range Mental Health Center**

Virginia, MN

Dates of employment: June '10-Nov. '11

Duties: Responsible for the overall operations of this comprehensive community behavioral health organization that employs 250 staff, with an annual budget of 13 million. The organization offers comprehensive programming for youth through seniors, has both in-patient and outpatient chemical dependency services (including detox), supported housing, community crisis facilities, adult foster homes, partial hospitalization programs, community-based support services for the seriously mentally ill, and family / youth support services in every school district in the area.

Results: Led board and senior management through a strategic planning effort to prepare the agency to thrive in a rapidly changing, healthcare reformed marketplace. Developed new partnerships with primary care and launched an integrated care pilot program that holds the promise of both enhanced client outcomes and improved profit margins. Initiated several business process restructuring efforts to dramatically reduce client wait times, reduce days in A/R, reduce documentation time, and increase service capacity without adding additional staff. Launched several new service lines and opened a community-based crisis facility to meet the acute behavioral health needs of area residents—at roughly a third of the cost of hospital-based services. Left the agency to return to New Hampshire and reunite with family after efforts to sell NH home proved to be unsuccessful in a difficult market.

Executive **Familystrength**

Director: Concord, NH

Dates of employment: Jan.'06-May '10

Duties: Responsible for the overall operations of this state-wide private, nonprofit agency that provides intensive home / community-based services for at-risk youth and their families; the agency had a staff of 45 and a budget of 2.5 million. Strong focus on strategic planning, board and middle management development, and restructuring of organizational processes and personnel for optimal agency performance.

Results: The agency went from a deficit of \$197,000 in 2005 (prior to my arrival), to a surplus of \$228,000 (and additional clients served) at the close of my first year. The agency saw similar increases in 2007 and was on track for another record year in 2008--until the state / national economy took a downturn and referrals were adversely affected. Re-engineered the organization to be more cost effective, competitive in '09; State funding continued to be cut so sought out strategic partnerships and merged the organization with another nonprofit agency that was closely aligned and less dependent upon State funding for future growth and sustainability.

Owner: **The Wellness Center**

Powell, Wyoming

Dates of employment: 2004 - 2005

Duties: Private practice providing consulting services to area businesses, schools, hospitals, and other human services related organizations; in addition to conducting individual, couples and family therapy on an outpatient basis.

Executive **Park County Mental Health Center**

Director: Cody, Wyoming

Dates of employment: 1996 – 2004

Duties: Responsible for the overall operations of this private, nonprofit community mental health agency with a staff of 30 and a budget of 2 million. When I arrived, the agency was heavily in debt, attempting to recover from lawsuits, had multiple staffing and recruitment concerns and was facing the very real prospect of having to close its doors. The agency's reputation in the community was poor at best and its ability to accomplish its mission was severely compromised.

Led the organization through a comprehensive strategic planning process and within a relatively short period, the organization more than quadrupled in size, expanded its operating budget / income by almost 500%, established a healthy reserve and best of all—significantly enhanced the mental health of the communities it serves by providing healthcare in a rural environment that is second to none. The agency maintained multiple sites for ease of access, operated a drop-in center for SPMI clients and provided on-site community-based services in area hospitals, schools, nursing homes / senior centers, correctional facilities, etc. Created a community-based acute care option to prevent unnecessary hospitalizations and implemented a mobile crisis program to respond to acute/emergency needs on a county-wide basis.

- Results:** Development of a comprehensive system of mental health care that encompassed youth through the elderly—utilizing evidenced based models where appropriate.
- Quadrupled the size of organization and the associated revenue
 - Oversaw the design and building of multiple facilities
 - Oversaw the design and implementation of an integrated computerized client database, clinical records, and accounting/billing system
 - Facilitated the integration of mental health care with primary health care systems, educational systems, law enforcement / correctional systems and other community-based social / human service systems.
 - Achieved national accreditation (CARF), youth/adult behavioral health care
 - Significantly enhanced the agency's community reputation and fiscal viability
 - Effectively managed significant growth and change

Program Manager: **HSI Counseling/EAP Services, Human Services Inc.**
Denver, Colorado Dates of employment: 1994 – 1996

Duties: Responsible for the operations of six out-patient mental health offices in the Metro-Denver and Boulder area which provided over 8,500 counseling sessions per year. The agency is a private, not-for-profit that serves a wide variety of clients (adults, families, couples and youth), as well as those from various ethnic backgrounds and disabilities. Provided clinical and administrative supervision to a staff of 26. Developed program budgets, marketing plans; policies and procedures and oversaw staff development and training. Grant writing and public relations efforts were also effectively carried out.

Program Manager: **Child and Family Services, Aurora Community Mental Health Center**
Aurora, Colorado Dates of employment: 1991 – 1994

Duties: Provided direct supervision to a staff of six full-time and two part-time employees. Responsible for overall program operations, management of the program budget, development and implementation of staff training, program policies, as well as new initiatives to meet community needs. Provided direct service to agency clients. Implemented a brief-therapy training program to facilitate therapists becoming more efficient and effective in their delivery of clinical services in preparation for managed care/capitated Medicaid contracts. Successful in writing and securing grants. Served as the consultant and liaison to the Denver Metro area children's psychiatric hospitals and the state Hospital at Fort Logan—assisting them in developing appropriate service plans and obtaining the necessary discharge support services in the community.

Family Therapist: **Willow Street Center for Youth / Families, Abbott Northwestern Hospital**
Minneapolis, Minnesota Dates of employment: 1988 –1990

Duties: Conducted individual and family assessments, provided intensive therapeutic interventions for acutely mentally ill and/or suicidal youth, adults and their families. Facilitated therapeutic groups for both youth and adults. Provided family, marital and individual therapy on an outpatient basis as well.

Dates of employment: 1987 – 1988

Duties: Responsible for overall program development/oversight, fiscal management and public relations efforts. Provided administrative and clinical supervision to a staff of six family counselors. Managed a federal runaway and homeless youth grant. Board member for the state runaway youth and family organization. Provided statewide training on time efficient therapy techniques with youth and families.

Dates of employment: 1980 – 1985

Duties: Served in several capacities with this agency—Youth Worker, Program Manager, and Executive Director for two years. Ultimately responsible for the overall operations of this private, nonprofit youth and family crisis intervention and evaluation center. The agency provided individual and family evaluations for county courts and human services departments in a seven county area. The agency was able to maintain a positive fund balance for the first time in its ten-year history under my administration.

ACADEMIC ACHIEVEMENTS:

Master of Science Marriage and Family Therapy (AAMFT Approved)
University of Wisconsin-Stout

Master of Science Guidance and Counseling
University of Wisconsin-Stout

Bachelor of Arts Psychology
University of Wisconsin-Stout
Graduated Summa Cum Laude

Certificate Nonprofit Financial Stewardship
Harvard Kennedy School

Leadership	Park County, Wyoming Leadership Program; Greater Concord Area,
Academies	New Hampshire Leadership Program; Blandin Foundation Leadership Program, Minnesota

PROFESSIONAL AFFILIATIONS / AWARDS: Awarded Marriage and Family Therapist of the year by the Colorado Assoc. of Marriage and Family Therapists (for state legislative advocacy efforts). Member of the National Council for Community Behavioral Healthcare.

KEY ADMINISTRATIVE PERSONNEL - FY2017

CMHC: Community Council of Nashua, NH dba Greater Nashua Mental Health Center at Community Council

Postion	Name	FTEs	Salary	Salary contributed		% of Salary
				from BBH	from BBH	
President and CEO	Craig Amoth	1.00	████████	\$150,000.00		45.00%
Chief of Services (COO)	Dr. Cynthia Whitaker	1.00	████████	\$90,000.00		45.00%
Medical Director	Marilou Patalinjug Tyner, MD	1.00	████████	\$250,000.00		45.00%
Director of Finance	currently Interim contracted employee, will be filled in April/May	1.00	████████	\$85,000.00		45.00%
HR Director	vacant until April		████████	\$0.00		0.00%



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

May 31, 2016

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

Sole Source

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Mental Health Services, formally Behavioral Health Services, to enter into **sole source** Contracts with the ten (10) vendors identified in the table below to provide non-Medicaid community mental health services, in an amount not to exceed \$6,521,006 in the aggregate, effective July 1, 2016, or date of Governor and Council approval through June 30, 2017. Funds are 7.31% Federal Funds, **.77%** Other Funds, and 91.92% General Funds.

Funds to support this request are available in State Fiscal Year 2017.

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	Amount
Northern Human Services	Conway	377,039
West Central Services DBA West Central Behavioral Health	Lebanon	341,741
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	347,365
Riverbend Community Mental Health, Inc.	Concord	468,353
Monadnock Family Services	Keene	413,840
Community Council of Nashua, NH, DBA Greater Nashua Mental Health Center at Community Council	Nashua	1,243,349
The Mental Health Center of Greater Manchester, Inc.	Manchester	1,707,970
Seacoast Mental Health Center, Inc.	Portsmouth	889,015
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	332,793
The Mental Health Center for Southern New Hampshire, DBA CLM Center for Life Management	Derry	399,541
TOTAL		\$6,521,006

Please see attached financial detail.

EXPLANATION

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

These ten (10) agreements include provisions for:

1. Non-Medicaid services;
2. Compliance with the Community Mental Health Agreement (CMHA);
3. Funding for the CMHA for Fiscal Year 2017; and
4. Continuation of a military liaison program.

Approval of these ten (10) contracts will allow the Department to continue to provide community mental health services for approximately 45,000 adults, children and families in New Hampshire. The Contractors will provide community mental health services as identified in NH Administrative Rule He-M 426 and additional services such as Emergency Services, Individual and Group Psychotherapy, Targeted Case Management, Medication Services, Functional Support Services, and Evidence Based Practices including Illness Management and Recovery, Evidence Based Supported Employment, Trauma Focused Cognitive Behavioral Therapy, and Community Residential Services. Community mental health services are designed to build resiliency, promote recovery within a person-centered approach, promote successful access to competitive employment, reduce inpatient hospital utilization, improve community tenure, and assist individuals and families in managing the symptoms of mental illness.

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

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

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

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

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

Area served: Statewide.

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

Source of funds: 7.31% Federal Funds from the US Department of Health and Human Services, Projects for Assistance in Transition from Homelessness, Balancing Incentive Program, Title IIID: Preventative Health Money from the Administration for Community Living, and Substance Abuse Prevention and Treatment Block Grant, .077% Other Funds from Behavioral Health Services Information System, and 91.92% General Funds.

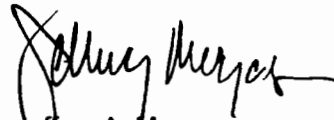
In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2017 FINANCIAL DETAIL**

**05-95-92-920010-5945, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, CMH PROGRAM SUPPORT
100% General Funds**

**CFDA # N/A
FAIN N/A**

Northern Human Services

Vendor # 177222

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	349,249
		Sub Total		349,249

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	312,878
		Sub Total		312,878

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	328,115
		Sub Total		328,115

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	381,653
		Sub Total		381,653

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	357,590
		Sub Total		357,590

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	1,183,799
		Sub Total		1,183,799

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2017 FINANCIAL DETAIL**

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	1,646,829
		Sub Total		1,646,829

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	746,765
		Sub Total		746,765

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community

Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	313,543
		Sub Total		313,543

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92205945	350,791
		Sub Total		350,791
		SUB TOTAL		5,971,212

**05-95-92-920010-7851, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES,
HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH DATA
COLLECTION**

100% Other Funds

**CFDA #
FAIN**

**N/A
N/A**

Northern Human Services

Vendor # 177222

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2017 FINANCIAL DETAIL**

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

Community Council of Nashua, NH DBA Greater Nashua Mental Health

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community

Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2017 FINANCIAL DETAIL**

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	92207851	5,000
		Sub Total		5,000
		SUB TOTAL		50,000

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

**CFDA #
FAIN**

**N/A
N/A**

Northern Human Services

Vendor # 177222

State Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	5,310
		Sub Total		5,310

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2017 FINANCIAL DETAIL**

Community Council of Nashua, NH DBA Greater Nashua Mental Health

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	3,540
		Sub Total		3,540

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community

Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42105824	1,770
		Sub Total		1,770
		SUB TOTAL		23,010

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

**CFDA # 93.150
FAIN SM016030-14**

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2017	102/500731	Contracts for Program Services	42307150	36,250
		Sub Total		36,250

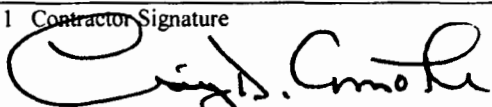
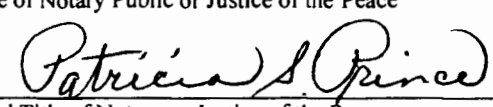
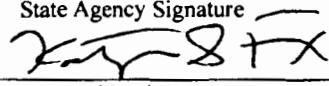
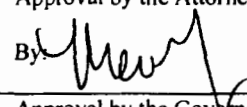
Subject: Mental Health Services & PATH Services

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 NH Department of Health and Human Services Division of Behavioral Health, Bureau of Mental Health Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$1,243,349
1.9 Contracting Officer for State Agency Eric Borrin, Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory CRAIG D. AMOROSO PRESIDENT & CEO	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>HILLSBOROUGH</u> On <u>May 25, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>PATRICIA S. PRINCE, Notary Public</u>			
1.14 State Agency Signature  Date: <u>5/31/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fox, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Megan Felt - Attorney On: <u>6/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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I. SERVICES

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

II. QUALITY IMPROVEMENT

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

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or ANSA shall be conducted at least every three (3) months.

- C. In order to measure Consumer and Family Satisfaction, DHHS shall contract with a private vendor during fiscal year 2017 to assist the Contractor and DHHS with the completion of a consumer satisfaction survey.
1. The Contractor agrees to furnish (within HIPAA regulations) information the private vendor will need to sample consumers according to vendor specifications and to complete an accurate survey of consumer satisfaction;
 2. The Contractor agrees to furnish complete and current contact information so that consumers selected can be contacted by the vendor; and
 3. The Contractor will support the efforts of DHHS and the vendor to conduct the survey, and will encourage all consumers sampled to participate. The Contractor will display posters and other materials provided by DHHS to explain the survey and otherwise support attempts by DHHS to increase participation in the survey.

III. SUBSTANCE USE SCREENING

In order to address the issue of substance use, and to utilize that information in implementing interventions to support recovery, the Contractor shall screen eligible consumers for substance use at the time of intake and annually thereafter. The performance standard for fiscal year 2017 shall be 95% of all eligible consumers screened as determined by an examination of a statistically valid sample of consumer records by the annual DHHS Quality Assurance and Compliance Review. In the event that a consumer screens positive for substance use, the Contractor shall utilize that information in the development of the individual service plan.

IV. COORDINATION OF CARE WITH NEW HAMPSHIRE HOSPITAL

- A. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) to assist in the coordinated discharge planning for the consumer to receive services at the contractor or community as appropriate.
- B. The Contractor shall not close the case of any of its consumers admitted to NHH. Notwithstanding the aforesaid, the Contractor shall be deemed to be in compliance with all He-M 408 rules if it is noted in the record that the consumer is an inpatient at NHH. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the consumer's discharge from NHH. The Contractor shall participate in transitional and discharge planning.
- C. The Contractor shall work with DHHS, payers and guardians (if applicable) to review cases of consumers that NHH, and/or the Contractor has indicated will have difficulty returning to the community, identify barriers to discharge, and develop an appropriate plan to transition into the community.
- D. The Contractor shall make a face-to-face appointment available to a consumer leaving NHH who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later.
- E. Prior to referring an individual to NHH, the Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other Designated Receiving Facility (DRF) or Adult Psychiatric Residential Treatment Program (APRTP).

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- F. The Contractor shall collaborate with NHH and Transitional Housing Services (THS) in the development and execution of conditional discharges from NHH to THS in order to ensure that individuals are treated in the least restrictive environment. DHHS will review the requirements of He-M 609 to ensure obligations under this section allow CMHC delegation to the THS vendors for clients who reside there.
- V. COORDINATION WITH PRIMARY CARE PROVIDER**
- A. The Contractor shall request written consent from the consumer who has a primary care provider to release information to coordinate care regarding mental health services or substance abuse services or both, with the primary care provider.
- B. In the event that the consumer refuses to provide consent, the Contractor shall document the reason(s) consent was refused on the release of information form.
- VI. TRANSITION OF CARE**
- A. The role of the Contractor in providing information to consumers on the selection of a managed care plan shall be limited to linkage and referral to the managed care enrollment broker, and/or DHHS approved enrollment materials specifically developed for the selection of a managed care plan. The Contractor shall not steer, or attempt to steer, the enrollee toward a specific plan or limited number of plans or to opt out of managed care.
- B. In the event that a consumer requests that the Contractor transfer the consumer's medical records to another provider, the Contractor shall transfer at least the past two (2) years of the consumer's medical records within ten (10) business days of receiving a written request from the consumer and the remainder of the consumer's medical records within thirty (30) business days.
- VII. APPLICATION FOR OTHER SERVICES**
- The Contractor will provide assistance to eligible consumers in accordance with He-M 401, in completing applications for all sources of financial, medical, and housing assistance, including but not limited to, Medicaid, Medicare, Social Security Disability Income, Veterans Benefits, Public Housing, and Section 8 subsidy according to their respective rules, requirements and filing deadlines.
- VIII. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS**
- The Contractor shall be required to meet the approval requirements of He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.
- IX. MAINTENANCE OF FISCAL INTEGRITY**
- A. In order to enable DHHS to evaluate the Contractor's fiscal integrity, the Contractor agrees to submit to DHHS monthly, the Balance Sheet, Profit and Loss Statement, and Cash Flow Statement for the Contractor and all related parties that are under the Parent Corporation of the mental health provider organization. The Profit and Loss Statement shall include a budget column allowing for budget to actual analysis. These statements shall be individualized by providers, as well as a consolidated (combined) statement that includes all subsidiary organizations. Statements shall be submitted within thirty (30) calendar days after each month end.

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1. **Days of Cash on Hand:**
 - a. **Definition:** The days of operating expenses that can be covered by the unrestricted cash on hand.
 - b. **Formula:** Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.
 - c. **Performance Standard:** The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.
2. **Current Ratio:**
 - a. **Definition:** A measure of the Contractor's total current assets available to cover the cost of current liabilities.
 - b. **Formula:** Total current assets divided by total current liabilities.
 - c. **Performance Standard:** The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
3. **Debt Service Coverage Ratio:**
 - a. **Rationale:** This ratio illustrates the Contractor's ability to cover the cost of their current portion of their long-term debt.
 - b. **Definition:** The ratio of Net Income to the year to date debt service.
 - c. **Formula:** Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - e. **Performance Standard:** The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
4. **Net Assets to Total Assets:**
 - a. **Rationale:** This ratio is an indication of the Contractor's ability to cover their liabilities.
 - b. **Definition:** The ratio of the Contractor's net assets to total assets.
 - c. **Formula:** Net assets (total assets less total liabilities) divided by total assets.
 - d. **Source of Data:** The Contractor's Monthly Financial Statements.
 - e. **Performance Standard:** The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

- B. In the event that the Contractor does not meet either:
1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,
- DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that B. 1. and/or B. 2 has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information

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to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.

- C. The Contractor shall inform the Director of the Bureau of Mental Health Services by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- D. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.
- E. The Contractor shall provide their Revenue and Expense Budget within fifteen (15) calendar days of the contract effective date.
 - 1. The Contractor shall complete the Revenue and Expense Budget on the Department supplied form (Budget Form A), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.
 - 2. The Contractor shall provide to the Department quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

X. REPORTING REQUIREMENTS

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

XI. REDUCTION OR SUSPENSION OF FUNDING

- A. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt

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written notification to the Contractor of such material reduction or suspension.

- B. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.
- C. Any plan devised pursuant to Subsection B., above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:
 - 1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
 - 2. The Contractor shall continue to provide emergency services to all consumers;
 - 3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
 - 4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

XII. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

XIII. DATA REPORTING

- A. The Contractor agrees to submit to DHHS data needed by DHHS to comply with federal or other reporting requirements.
- B. The Contractor shall submit consumer demographic and encounter data, including data

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on non-billable consumer specific services and rendering staff providers on all encounters, to the DHHS Phoenix system, or its successors, in the format, content, completeness, frequency, and timeliness as specified by DHHS.

- C. General requirements for the Phoenix system are as follows:
1. All data collected in the Phoenix system is the property of DHHS to use as it deems necessary;
 2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files;
 3. Errors in data returned by DHHS to the Contractor shall be corrected and returned to DHHS within ten (10) business days;
 4. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and as specified by DHHS to ensure submitted data is current; and
 5. The Contractor shall implement review procedures to validate data submitted to DHHS. The review process will confirm the following:
 - a. All data is formatted in accordance with the file specifications
 - b. No records will reject due to illegal characters or invalid formatting.
 6. The Contractor shall meet the following standards:
 - a. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise agreed to by DHHS;
 - b. Completeness: submitted data shall represent at least ninety-eight percent (98%) of billable services provided and consumers served by the Contractor;
 - c. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, except that one-hundred percent (100%) of member identifiers shall be accurate and valid and correctly uniquely identify members. DHHS may waive accuracy requirements for fields on a case by case basis. The waiver shall specify the percentage the Contractor will meet and the expiration date of the waiver. In all circumstances waiver length shall not exceed one (1) year.
 - d. Where the Contractor fails to meet timeliness, completeness, or accuracy standards: the Contractor shall submit to DHHS a corrective action plan within thirty (30) calendar days of being notified of an issue. After approval of the plan by DHHS, the Contractor shall carry out the plan. Failure to carry out the plan may require another plan or other remedies as specified by DHHS.

XIV. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

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XV. EMERGENCY SERVICES

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

XVI. ADULT ASSERTIVE COMMUNITY TREATMENT TEAMS (ACT)

- A. The Contractor shall maintain Adult ACT teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. At a minimum, Adult ACT teams shall deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual. Each Adult ACT team shall be composed of a multi-disciplinary group of between seven (7) and ten (10) professionals, including, at a minimum, a psychiatrist, a nurse, a Masters-level clinician (or functional equivalent therapist), functional support worker and a peer specialist. The team also will have members who have been trained and are competent to provide substance abuse support services, housing assistance and supported employment. Caseloads for Adult ACT teams serve no more than ten (10) to twelve (12) individuals per Adult ACT team member (excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist).
- B. The Contractor shall report their level of compliance with the above listed requirements on a monthly basis at the individual staff level in the format, content, completeness, and timeliness as specified by DHHS. The Adult ACT Infrastructure Compliance Report shall be included with the invoices submitted for payment of Adult ACT Team funds as defined in Exhibit B.
- C. The Contractor shall ensure that all services delivered to Adult ACT consumers are identified in the Phoenix submissions as part of the Adult ACT cost center.

XVII. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

- A. The Contractor shall provide EBSE to eligible consumers in accordance with the Dartmouth model.
- B. The Contractor shall increase the penetration rate of individuals receiving EBSE to 18.6 percent by June 30, 2017. The penetration rate is determined by dividing the number of BMHS eligible adults (SPMI, SMI, LU) receiving EBSE by the number of BMHS eligible adults being served by the Contractor.
- C. The Contractor shall conduct a self-assessment of fidelity to the Dartmouth model using the SAMHSA toolkit and report the results to DHHS by October 15, 2016.

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

- A. The Contractor shall participate in the development of plans to transition individuals at NHH and Glenclyff to the community.
- B. The Contractor shall participate in the development of plans to conduct in-reach activities with individuals at NHH, Glenclyff, and Transitional Housing Services that will

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include, among other things, explaining the benefits of community living and facilitating visits to community settings.

XIX. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF) CONSULTATION

Division for Children, Youth & Family (DCYF) funds are to be used by the Contractor to provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

XX. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

A. The Contractor may receive funding for data infrastructure projects or activities, depending upon the receipt of federal funds and the criteria for use of those funds as specified by the federal government.

B. The Contractor shall seek approval from DHHS before planning to use or committing any BHSIS or federal data infrastructure funds.

C. Activities that may be funded:

1. Costs Associated with Phoenix Database:

- a. Contractors performing rewrites to database and/or submittal routines;
- b. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);
- c. Software and/or training purchased to improve Phoenix data collection; or
- d. Staff training for collecting new data elements.

2. Costs associated with developing other BBH-requested data reporting system.

3. The Contractor shall be reimbursed for costs as defined in Exhibit B.

D. Other conditions for payment:

1. Progress Reports from the Contractor shall:

- a. Outline activities related to Phoenix database;
- b. Include any costs for software, scheduled staff trainings; and
- c. Include progress to meet anticipated deadlines as specified.

2. Payments:

- a. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;
- b. Final payment shall be issued upon successful submission of complete Phoenix data; and
- c. Contractor may request other payment schedule based on documented need.

XXI. MILITARY CULTURE/AWARENESS INITIATIVE

A. The Contractor shall designate a military liaison/s who will participate in a one (1) hour conference call each month with the State CMHC Military Liaison, as well as with the other CMHC Military Liaisons from across the State. The purpose of these calls is to share successes, challenges and opportunities for serving veterans, service members, and their families who receive care at the CMHC.

B. The Contractor's Military Liaison/s shall participate in four (4) statewide CMHC Military Liaison Training & Planning Retreats, scheduled quarterly throughout the contract year.

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- C. CMHC Military Liaisons will plan, schedule, and market at least one (1) sustainability activity per month. These activities should increase awareness, provide education, and/or introduce resources to help CMHC staff meet the needs of veterans, service members, and their families. These sustainability activities can include group participation in military specific webinars, Brown Bag Lunch and Learn, incorporation of Veterans Health Administration (VA), Vet Center, Care Coordination, or National Guard staff into department meetings or continuing education opportunities, meetings with CMHC leadership or Board of Directors, and other opportunities to strengthen services and supports to veterans, service members and their families.
- D. The Contractor shall "Ask the Question" during their intake process to identify service members, veterans and family members seeking services. The Contractor shall provide training and review sessions with their intake staff, as needed, to ensure that their staff are comfortable with "asking the question" and answering any questions that military members might have. The Contractor shall conduct at last two (2) baseline reviews on their data collection during the contract year.
- E. The State CMHC Military Liaison will coordinate monthly conference calls, schedule and plan quarterly retreats, visit each CMHC at least once during the contract year, and provide ongoing support, supervision, and guidance to all CMHC Military Liaisons as needed. The State CMHC Military Liaison will also maintain weekly contact with DHHS Military Programs' staff.
- F. The Contractor's Military Liaison/s shall serve as the contact both within the CMHC and within the Region for issues related to serving veterans, service members and their families. The Contractor's Military Liaison/s shall provide at least one (1) of the following each month:
1. Serve as a military culture subject matter expert/consultant for clinicians, providing support and guidance as needed;
 2. Promote ongoing military culture and competence within the CMHC;
 3. Work with admissions and administrative staff to determine if currently serving veterans, service members and family members are being assessed by emergency services or seeking treatment;
 4. Evaluate agency-wide level of military cultural competence and ability to treat veterans, service members, and their families;
 5. Become familiar with the VA, Vet Center, National Guard, Care Coordination, and military medical staff resources and services to assist CMHC staff in developing relationships and making referrals;
 6. Network with military-civilian service providers;
 7. Develop relationships and partnerships with military resources while enhancing quality of care for veterans, service members, and their families;
 8. Coordinate and facilitate agency military teams and/or internal workgroups;
 9. Help to serve and support justice involved veterans by collaborating with the courts, VA, Vet Center, and other community resources;
 10. Promote enhanced ability to serve veterans, service members, and their families; and
 11. Other duties as identified by the Contractor and approved by DHHS.

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- G. The Contractor's Military Liaison/s shall provide up to a total of sixteen (16) hours per month on the activities defined in Sections A, B, C, D, and F above.
- H. The Contractor shall promote military culture and military competencies, to all CMHC staff on an ongoing basis. The Contractor's staff will ideally be trained in having an overall understanding of the service delivery system in serving veterans, service members and their families within the CMHC and within its Region.
- I. The Contractor shall provide an updated work plan, using the existing work plan as a guide, within thirty (30) calendar days from the effective date of the contract for DHHS approval. The Contractor shall include in the work plan at a minimum, the activities, deliverables, and due dates, and who will perform the activities. The Liaison will track and report activities monthly to include: the number of educational opportunities shared and attended, outreach and marketing activities, agency workgroup participation (if applicable), internal communication/ promotion with agency staff (i.e. newsletter, educational opportunities, community events), and meetings and outreach activities with military and community partners.

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

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

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

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

These funds may also be used for RENEW facilitator or coach training (up to 5 slots) for the purpose of maintaining recommended staffing levels. These funds will also support travel and materials for RENEW activities.

Activity	# of Units/YR and Cost/Unit	Total Cost
Coaching for Implementation Team and agency coaches	(20) hours @ \$150/hr	\$3,000
(5) slots for Facilitator or Coach's training	\$99 per person	\$ 495
Travel and copies	Average \$450 per agency	\$ 450
		\$3,945

XXIV. PROJECTS FOR ASSISTANCE IN TRANSITION FROM HOMELESSNESS (PATH) SERVICES

- A. Services under the Projects for Assistance in Transition from Homelessness program (PATH) shall be provided in compliance with Public Health Services Act Part C to individuals who are homeless or at imminent risk of being homeless and who are believed to have Severe Mental Illness (SMI), or SMI and a co-occurring substance use disorder. PATH services will include outreach, screening and diagnostic treatment, staff training and case management. PATH case management services shall include; providing assistance in obtaining and coordinating services for eligible homeless individuals, including providing assistance to the eligible individual in obtaining income support services, including housing assistance, food stamps, and supplementary security income benefits; referring the eligible homeless individual for such other services as may be appropriate including referrals for primary health care.
- B. At the time of outreach, these individuals may be difficult to engage, and may or may not have been officially diagnosed with a mental illness at the time of outreach activities. The potential PATH population typically would not present themselves to a community mental health provider for services. The provision of PATH outreach services may require a lengthy engagement process.
- C. The Contractor shall provide an identified PATH worker(s) to conduct outreach, early intervention, case management, housing and other services to PATH eligible clients.
- D. The PATH worker shall participate in periodic Outreach Worker Training programs scheduled by the Bureau of Homeless and Housing Services.
- E. The Contractor shall comply with all reporting requirements under the PATH Grant.

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- F. The PATH worker shall respond with outreach efforts and ongoing engagement efforts with persons who are potentially PATH eligible who may be referred by street outreach workers, shelter staff, police and other concerned individuals. The PATH worker shall be available to team up with other outreach workers, police or other professionals in active outreach efforts to engage difficult to engage or hard to serve individuals. PATH outreach is conducted wherever PATH eligible clients may be found.
- G. As part of the PATH outreach process the PATH worker shall assess for immediacy of needs, and continue to work with the individual to enhance treatment and/or housing readiness. The PATH workers' continued efforts may enhance safety, as well as treatment and, ideally, help the individual locate emergency and/or permanent housing and mental health treatment.

XXV. CHILDREN'S ACT TEAM WRAPAROUND

- A. The Contractor shall establish/maintain a Children's ACT team providing a specialized multidisciplinary that provides an intensive community based services for children and families living with serious emotional disturbance (SED). These intensive services include multiple visits to the child and family in settings that most effectively meet their needs, and can be as frequent as daily. They may take place at the child's school, home or other community settings. The team is responsible for directly providing a full array of services as defined in He-M 426, and delivered, within the context of a community wraparound team which places the child and the family at the center of treatment decisions. Services defined include:
 - 1. Functional Support Services (FSS);
 - 2. Individual and Family Therapy;
 - 3. Medication Services;
 - 4. Targeted Case Management (TCM) Services; and
- B. Children's ACT team services are intended for children and adolescents who meet State eligibility criteria for Serious Emotional Disturbance (SED) or Serious Emotional Disturbance with Interagency Involvement (SED-IA), as defined in Administrative Rule He-M 401. In addition, children and adolescents served by the ACT team can also present with difficulties successfully engaging in traditional treatment programs, and can present with challenging and complex treatment needs that have frequently not responded to prior treatment interventions. Children who are prioritized for ACT team services also have a history of multiple psychiatric hospitalizations, and/or frequent visits to hospital emergency departments for psychiatric crisis, and present with ongoing difficulties at school, and/or multiple interactions with law enforcement.
- C. Children's ACT teams shall be comprised of nursing staff, a psychiatrist, case managers, functional support specialists, and master's level clinicians. Clinician ratio to individuals served is 1:10, no more than 1:15. The team has extended evening hours that are most conducive to the needs of the child and the family. The team is set up to either:
 - 1. Directly provides Emergency Services on call, twenty-four (24) hours a day for individuals served by the team; or
 - 2. Has a well-articulated plan to ensure the CMHC Emergency Services team is informed of the needs of any individual served by the team, is updated on pertinent changes in status, and has available to them a well-articulated crisis plan should the family request services after hours.

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- D. The Contractor shall notify DHHS when not in compliance with the staffing pattern or programmatic model listed in this section, and shall submit a corrective action plan.

XXVI. RENTAL HOUSING SUBSIDY

Funds will be used to provide housing subsidies to individuals with severe mental illness.

XXVII. DEAF SERVICES

Deaf Services funds provide services to the hearing impaired. These funds pay for one (1) deaf services therapist, one (1) deaf services case manager, and one (1) deaf services coordinator. The coordinator is responsible for coordinating deaf services in the community, at New Hampshire Hospital, and the Secure Psychiatric Unit at the State Prison.

EXHIBIT B
METHODS OF PAYMENT
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A. 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.

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

CFDA #: 93.150
Federal Agency: U.S. Department of Health and Human Services
Program Title: Projects for Assistance in Transition from Homelessness (PATH) PL 101-645
FAIN: SM016030-14

CFDA #: 93.778
Federal Agency: U.S. Department of Health and Human Services
Program Title: Balancing Incentive Program (BIP)
FAIN #: 05-1505NHBIPP

1. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.

C. The General provisions (Form P-37) Block 1.6 Account Numbers are as follows:

1. 05-95-92-920010-5945-102-500731
2. 05-95-92-920010-7851-102-500731
3. 05-95-42-421010-2958-102-500731
4. 05-95-42-423010-7926-102-500731
5. 05-95-49-490510-2985-102-500731

D. 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.

E. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.

F. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:

1. Medicaid enrolled individuals:

a. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.

b. Medicaid Fee for Service: The vendor shall bill Medicaid for services on the Fee for Service (FFS) schedule.

2. Other insurance/payors:

a. The vendor shall directly bill the other insurance or payors.

- G. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

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

H. Other Contract Programs:

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

Program To Be Funded	Amount
Div. for Children Youth and Families (DCYF) Consultation	1,770
Assertive Community Treatment Team (ACT) – Team 1	225,000
Assertive Community Treatment Team (ACT) – Team 2	225,000
Emergency Services	61,910
Behavioral Health Services Information System (BHSIS)	5,000
Military Culture/Awareness Initiative	12,480
Homeless and Housing Federal Grant	40,300
Assertive Community Treatment Team (ACT) - Children	140,000
Deaf Services	326,500
Housing	201,444
Rehabilitation for Empowerment, Natural Supports, Education, and Work (RENEW)	3,945
Total	\$1,243,349

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

The invoice must be submitted to:

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

Concord, NH 03301

4. Emergency Services: The Department shall reimburse the Contractor only for those Emergency Services provided to clients defined in Exhibit A, Section XV, Emergency Services.
5. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of \$73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year.
6. Military Culture/Awareness Initiative: The Contractor shall be reimbursed at a rate of \$65 per hour for the military liaison. The Contractor shall be reimbursed \$65 per hour for all other staff to attend training as defined in Exhibit A, Section XXIII. Military Support. The vendor shall not invoice the Department from more than one (1) funding source for staff to attend trainings.



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;

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

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

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

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

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



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

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

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

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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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

4. **CONDITIONAL NATURE OF AGREEMENT**

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

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

- 10.1. The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 120 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
- 10.2. In the event of early termination, the Contractor shall, within 60 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
- 10.3. The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
- 10.4. In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
- 10.5. The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
- 10.6. In the event of termination under Paragraph 10. of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall entitle the Contractor to receive that portion of the Price Limitation earned to and including the date of termination. The Contractor's obligation to continue to provide services under this Agreement shall cease upon termination by DHHS.
- 10.7. In the event of termination under Paragraph 10., of the General Provisions of this Agreement, the approval of a Termination Report by DHHS shall in no event relieve the



Contractor from any and all liability for damages sustained or incurred by DHHS as a result of the Contractor's breach of its' obligations hereunder.

- 10.8. The Contractor shall notify DHHS if it expects to be generally unable to provide services as the result of a natural disaster, dissolution, bankruptcy, a financial crisis, or similar occurrence. In such event, or in the event that DHHS has given the Contractor written notice of its intent to terminate the Contractor under Paragraph 10. of these General Provisions on account of such circumstances, the Contractor agrees to collaborate and cooperate with the DHHS and other community mental health programs to ensure continuation of necessary services to eligible consumers during a transition period, recovery period, or until a contract with a new provider can be executed. Such cooperation and collaboration may include the development of an interim management team, the provision of direct services, and taking other actions necessary to maintain operations.
3. Add the following regarding "Contractor Name" to Paragraph 1.:
 - 1.3.1. The term "Contractor" includes all persons, natural or fictional, which are controlled by, under common ownership with, or are an affiliate of, or are affiliated with an affiliate of the entity identified as the Contractor in Paragraph 1.3. of the General Provisions of this Agreement whether for-profit or not-for-profit.
4. Add the following regarding "Compliance by Contractor with Laws and Regulations: Equal Employment Opportunity" to Paragraph 6.:
 - 6.4. The Contractor shall comply with Title II of P.L. 101-336 - the Americans with Disabilities Act of 1990 and all applicable Federal and State laws.
5. Add the following regarding "Personnel" to Paragraph 7.:
 - 7.4. Personnel records and background information relating to each employee's qualifications for his or her position shall be maintained by the Contractor for a period of seven (7) years after the Completion Date and shall be made available to the Department of Health and Human Services (DHHS) upon request.
 - 7.5. No officer, director or employee of the Contractor, and no representative, officer or employee of BBH shall participate in any decision relating to this Agreement or any other activity pursuant to this Agreement which directly affects his or her personal or pecuniary interest, or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested, even though the transaction may also seem to benefit any party to this Agreement, including the Contractor or DHHS. This provision does not prohibit an employee of the Contractor from engaging in negotiations with the Contractor relative to the salary and wages that he or she receives in the context of his or her employment.
 - 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
 - 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of



Default"):

- 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
- 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
- 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
- 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
- 8.1.5. Failure to comply with any applicable rules of the Department;
- 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
- 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
- 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
- 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a Sub-Contract or assignment;
- 8.1.10. Failure to attain the performance standards established in Exhibit A., Section IX.
- 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision;
- 8.1.12. Failure to transfer at least the past two (2) years of the medical record of a consumer to another provider within ten (10) business days of receiving a written request from the consumer or failure to transfer the remainder of the medical record within thirty (30) business days;
- 8.1.13. Failure to maintain the performance standard regarding Days of Cash on Hand (Exhibit A., IX., A. 1.) and failure to maintain the performance standard regarding the Current Ratio (Exhibit A., IX., A., 2.) for two (2) consecutive months during the contract period;
- 8.1.14. Failure to maintain three (3) or more of the Maintenance of Fiscal Integrity performance standards (Exhibit A., IX.) for three (3) consecutive months during the contract period;
- 8.1.15. Failure to meet the standard for Assertive Community Treatment Team infrastructure established in Exhibit A., XVI., A.
- 8.1.16. Failure to provide Evidence Based Supported Employment in fidelity to the Dartmouth model in accordance with Exhibit A., XVII.

7. Add the following regarding "Event of Default, Remedies" to Subparagraph 8.2.:

8.2.5. Give the Contractor written notice of default in the event that the



Contractor has failed to maintain Fiscal Integrity performance standards as specified in Exhibit A., Section IX., A., and Exhibit C-1, Subparagraph 8.1.13. or 8.1.14. The notice shall require the Contractor, within thirty (30) calendar days, to submit a corrective action plan which would include, as one element, additional financial reports as specified by the State. The Contractor shall have sixty (60) days from the notice of default to meet the performance standards. Upon failure to do so, the State may take one, or more, of the following actions:

8.2.5.1. Require the Contractor to submit an additional corrective action plan within thirty (30) days that will result in the Contractor attaining the performance standards within thirty (30) days of submission;

8.2.5.2. Conduct a financial audit of the Contractor; and/or

8.2.5.3. Terminate the contract effective sixty (60) days from the date of notice unless the Contractor demonstrates to the State its ability to continue to provide services to eligible consumers.

8. Add the following regarding "Event of Default, Remedies" to Paragraph 8.:

8.3. Upon termination, the Contractor shall return to DHHS all unencumbered program funds in its possession. DHHS shall have no further obligation to provide additional funds under this Agreement upon termination.

9. Add the following regarding "Data: Access, Confidentiality, Preservation" to Paragraph 9.:

9.4. The Contractor shall maintain detailed client records, client attendance records specifying the actual services rendered, and the categorization of that service into a program/service. Except for disclosures required or authorized by law or pursuant to this Agreement, the Contractor shall maintain the confidentiality of, and shall not disclose, clinical records, data and reports maintained in connection with services performed pursuant to this Agreement, however, the Contractor may release aggregate information relating to programs generally.

9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from Sub-Contractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A., X., A.

9.5.1. The Contractor shall submit the following fiscal reports:

9.5.1.1. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) days after the end of each month.

9.5.1.2. Quarterly Revenue and Expense (Budget Form A) shall follow the same format of cost centers and line items as included in the Budget Form A attached to this Contract. However, if Contract cost centers are a combination of several local cost centers, the latter shall be displayed separately so long as the cost center code is unchanged. These reports are due quarterly within thirty (30) days after the end of each quarter.



- 9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.
- 9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved Sub-Contractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.
- 9.5.1.5. On or before November 1, 2016, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.3. of this Exhibit to DHHS in PDF format for fiscal year 2016, including the funds received under the fiscal year 2016 Agreement.
- 9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
- 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
- 9.5.3.3. Submit to DHHS all reasonable additional reports and data files as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from Sub-Contractors.
- 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
11. Replace Paragraph 12. entitled "Assignment, Delegation and Sub-Contracts" with the following:



ASSIGNMENTS, SUB-CONTRACTS, MERGER AND SALE.

- 12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any Sub-Contract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "Sub-Contract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or Sub-Contract has not been included in the Contractor's proposed budget. The Contractor shall submit the written Sub-Contract or assignment to DHHS for approval and obtain DHHS's written approval before executing the Sub-Contract assignment. This approval requirement shall also apply where the Contractor's total Sub-Contracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.
 - 12.2. The Contractor further agrees that no Sub-Contract or assignment for direct services to clients, approved by DHHS in accordance with this Paragraph, shall relieve the Contractor of any of its obligations under this Agreement and the Contractor shall be solely responsible for ensuring, by Agreement or otherwise, the performance by any Sub-Contractor or assignee of all the Contractor's obligations hereunder. Contractor will require at least annually a third party independent audit of all Sub-Contractors of direct service to clients and will monitor audits to ensure that all Sub-Contractors are meeting the service requirements established by DHHS for the Contractor in Exhibit A. The Contractor will notify DHHS within ten (10) business days of any service requirement deficiencies and provide a corrective action plan to address each deficiency.
 - 12.3. The purchase of the Contractor by a third party, or the purchase of all or substantially all of the Contractor's assets by a third party, or any other substantial change in ownership, shall render DHHS's obligations under this Agreement null and void unless, prior to the sale of the Contractor, or sale of all or substantially all of the Contractor's assets, or other substantial change in ownership, DHHS approves in writing the assignment of this Agreement to the third party. In the event that, prior to the sale of the Contractor, DHHS approves the assignment of the Agreement, the third party shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.4. Any merger of the Contractor with a third party shall render DHHS's obligations under this Agreement null and void unless, prior to the merger, DHHS approves in writing the assignment of this Agreement to the merged entity. In the event that, prior to the merger of the Contractor with the third party, DHHS approves the assignment of the Agreement, the merged entity shall be bound by all of the provisions of this Agreement to the same extent and in the same manner as was the Contractor.
 - 12.5. In the event that through sale, merger or any other means the Contractor should become a subsidiary corporation to another corporation or other entity, DHHS's obligations under this Agreement shall become null and void unless, prior to such sale, merger or other means, DHHS shall agree in writing to maintain the Agreement with the Contractor. Should DHHS agree to maintain the Agreement, the Contractor shall continue to be bound by all of the provisions of the Agreement.
12. Renumber Paragraph 13. regarding "Indemnification" as 13.1. and add the following to Paragraph 13.:
- 13.2. The Contractor shall promptly notify the Director of the Bureau of Mental Health Services of any and all actions or claims related to services brought against the Contractor, or any Sub-Contractor approved under Paragraph 12. of the General



Provisions, or its officers or employees, on account of, based on, resulting from, arising out of, or which may be claimed to arise out of their acts or omissions.

13. Replace Paragraph 14.1.1. with the following:
 - 14.1.1. Comprehensive general liability insurance against all claims of bodily injury, death, or property damage, in amounts of not less one million (\$1,000,000) per occurrence and three million (\$3,000,000) in aggregate. An Umbrella policy in the amount of three million (\$3,000,000) or more will fulfill the requirements for three million (\$3,000,000) in aggregate.
14. Add the following regarding "Insurance and Bond" to Paragraph 14.:
 - 14.1.3. A fidelity bond, covering the activities of all the Contractor's employees or agents with authority to control or have access to any funds provided under this Agreement in an amount equal to 1/12th of the Price Limitation in Paragraph 1.8. of the General Provisions plus 1/12th of the Contractor's budgeted Medicaid revenue;
 - 14.1.4. Professional malpractice insurance covering all professional and/or licensed personnel engaged in the performance of the services set forth in Exhibit A.; and
 - 14.1.5. Tenant's or homeowner's insurance coverage for all housing owned or operated by the Contractor for claims of personal injury or death or damage to property in reasonable amounts satisfactory to DHHS and any mortgagee.
- 14.4. The maintenance of insurance by the Contractor pursuant to this Paragraph shall not be construed in any manner as a waiver of sovereign immunity by the State, its officers and employees in any regard, nor is the existence of said insurance to be construed as conferring or intending to confer any benefit upon a third person or persons not party to this Agreement.
15. Add the following regarding "Special Provisions" to Paragraph 22.:
 - 22.1. Federal funds to assist homeless mentally ill persons (PATH) shall not be used:
 - 22.1.1. To provide inpatient services;
 - 22.1.2. To make cash payments to intended recipients of health services;
 - 22.1.3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase any major medical equipment;
 - 22.1.4. To satisfy any requirement for the expenditure of non-Federal funds as a condition of a receipt of Federal funds; or
 - 22.1.5. To provide services to persons at local jails or any correctional facility.
 - 22.2. If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D, and E Section 76 regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.
 - 22.3. In accordance with the requirements of P.L. 105-78, Section 204, none of the funds appropriated for the National Institutes of Health and the Substance Abuse and Mental Health Services Administration shall be used to pay the salary of an individual, through a



grant or other extramural mechanism, at a rate in excess of one hundred and twenty-five thousand dollars (\$125,000) per year.

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



REVISIONS TO EXHIBIT C. SPECIAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



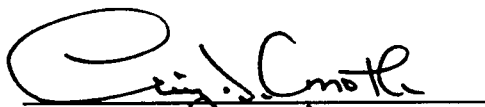
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

Contractor Name:

5-25-16
Date


Name: Craig J. Amott
Title: Pres. & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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


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

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

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

Contractor Name:

5-25-16
Date


Name: Camie D. Amorin
Title: Pres. & CEO



**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 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 (1)(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:

5-25-16
Date


Name: Craig J. Amato
Title: Pres. & CEO



**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 CA

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5-25-16
Date

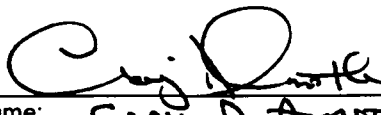

Name: Charles D. Amos
Title: Pres. & CEO.

Exhibit G

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

Contractor Initials CA



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:

5-25-16
Date



Name: Cameron D. Amorth
Title: Pres. & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

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

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

5/31/16
Date

GREATER NASHUA MENTAL HEALTH CENTER
Name of the Contractor

Craig J. Amoth
Signature of Authorized Representative

Craig J. Amoth
Name of Authorized Representative

PRESIDENT & CEO
Title of Authorized Representative

5-25-16
Date



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

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

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

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

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

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

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

Contractor Name:

Name: Carrie J. Amato
Title: Pres. & CEO

5-25-16

Date

Contractor Initials CA

Date 5-25-16

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: 018249823
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____