

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 16, 2018

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

REQUESTED ACTION

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

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

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

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

Please see attached financial detail.

EXPLANATION

The purpose of this request is for continuation of peer support services to adults with long-term and/or severe mental illness at Peer Support Agencies. The Contractors provide services that enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness. Peer support services include supportive interactions and shared experiences using an Intentional Peer Support model that fosters recovery from mental illness and self-advocacy skills.

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

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

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

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

occupancy. The Department considers advance payment to these vendors as a necessary method to ensure ongoing services for the clients that they serve. The Department is in close communication with these agencies and monitors their financial status on an ongoing basis.

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

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

Area served: Statewide.

Source of funds: 44.55% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-18

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

Respectfully submitted,



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Financial Details for Peer Support Services

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT					
100% Federal Funds					
Activity Code: 92207143					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$290,154	\$0	\$290,154
2,018	Contracts for Prog Svs	102-500731	\$290,154	\$0	\$290,154
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$580,308	\$0	\$580,308
The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,790
2,018	Contracts for Prog Svs	102-500731	\$209,790	\$0	\$209,790
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$419,580	\$0	\$419,580
Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$188,183
2,018	Contracts for Prog Svs	102-500731	\$188,183	\$0	\$188,183
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$376,366	\$0	\$376,366
Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,449
2,018	Contracts for Prog Svs	102-500731	\$146,449	\$0	\$146,449
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$292,898	\$0	\$292,898
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,860
2,018	Contracts for Prog Svs	102-500731	\$211,860	\$0	\$211,860
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$423,720	\$0	\$423,720

Financial Details for Peer Support Services

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,018	Contracts for Prog Svs	102-500731	\$245,562	\$0	\$245,562
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$491,124	\$0	\$491,124

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2,018	Contracts for Prog Svs	102-500731	\$135,751	\$0	\$135,751
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$271,502	\$0	\$271,502

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,018	Contracts for Prog Svs	102-500731	\$102,362	\$0	\$102,362
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$204,724	\$0	\$204,724

SUB TOTAL			\$3,060,222	\$0	\$3,060,222
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05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92207011					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,018	Contracts for Prog Svs	102-500731	\$233,122	\$0	\$233,122
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$466,244	\$0	\$466,244

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$168,555	\$0	\$168,555
2,018	Contracts for Prog Svs	102-500731	\$168,555	\$0	\$168,555
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$337,110	\$0	\$337,110

Financial Details for Peer Support Services

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$151,196	\$0	\$151,196
2,018	Contracts for Prog Svs	102-500731	\$151,196	\$0	\$151,196
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$302,392	\$0	\$302,392

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$ 117,665	\$ -	\$ 117,665
2,018	Contracts for Prog Svs	102-500731	\$ 117,665	\$ -	\$ 117,665
2,019	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
Subtotal			\$ 235,330	\$ -	\$ 235,330

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$170,218	\$0	\$170,218
2,018	Contracts for Prog Svs	102-500731	\$170,218	\$0	\$170,218
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$340,436	\$0	\$340,436

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,296
2,018	Contracts for Prog Svs	102-500731	\$197,296	\$0	\$197,296
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$394,592	\$0	\$394,592

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,071
2,018	Contracts for Prog Svs	102-500731	\$109,071	\$0	\$109,071
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$218,142	\$0	\$218,142

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$82,245	\$0	\$82,245
2,018	Contracts for Prog Svs	102-500731	\$82,245	\$0	\$82,245
2,019	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
Subtotal			\$164,490	\$0	\$164,490

SUB TOTAL			\$2,458,736	\$0	\$2,458,736
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05-95-92-922010-4118 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PEER SUPPORT SERVICES					
100% General Funds					
Activity Code: 92204118					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$233,122	\$233,122

Financial Details for Peer Support Services

Subtotal			\$0	\$233,122	\$233,122
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The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$168,555	\$168,555
Subtotal			\$0	\$168,555	\$168,555

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$151,196	\$151,196
Subtotal			\$0	\$151,196	\$151,196

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2,018	Contracts for Prog Svs	102-500731	\$ -	\$ -	\$ -
2,019	Contracts for Prog Svs	102-500731	\$ -	\$ 117,665	\$ 117,665
Subtotal			\$ -	\$ 117,665	\$ 117,665

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$170,218	\$170,218
Subtotal			\$0	\$170,218	\$170,218

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$197,296	\$197,296
Subtotal			\$0	\$197,296	\$197,296

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$109,071	\$109,071
Subtotal			\$0	\$109,071	\$109,071

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$82,245	\$82,245
Subtotal			\$0	\$82,245	\$82,245

SUB TOTAL			\$0	\$1,229,368	\$1,229,368
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Financial Details for Peer Support Services

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV,
BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92204120

The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$290,154	\$290,154
Subtotal			\$0	\$290,154	\$290,154

The Stepping Stone Drop-In Center Association					
Vendor # 157967					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$209,790	\$209,790
Subtotal			\$0	\$209,790	\$209,790

Lakes Region Consumer Advisory Board					
Vendor # 157060					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$188,183	\$188,183
Subtotal			\$0	\$188,183	\$188,183

Monadnock Area Peer Support Agency					
Vendor # 157973					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$146,449	\$146,449
Subtotal			\$0	\$146,449	\$146,449

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI					
Vendor # 209287					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$211,860	\$211,860
Subtotal			\$0	\$211,860	\$211,860

On the Road to Recovery, Inc.					
Vendor # 158839					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$245,562	\$245,562
Subtotal			\$0	\$245,562	\$245,562

Connections Peer Support Center					
Vendor # 157070					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$135,751	\$135,751
Subtotal			\$0	\$135,751	\$135,751

Financial Details for Peer Support Services

Tri-City Consumers' Action Co-operative					
Vendor # 157797					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,017	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,018	Contracts for Prog Svs	102-500731	\$0	\$0	\$0
2,019	Contracts for Prog Svs	102-500731	\$0	\$102,362	\$102,362
Subtotal			\$0	\$102,362	\$102,362

SUB TOTAL			\$0	\$1,530,111	\$1,530,111
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05-95-91-910010-5710 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: GLENCLIFF HOME FOR ELDER, GLENCLIFF HOME, PROFESSIONAL CARE					
80% Other Funds/ 20% General Funds					
Activity Code: 91000000					
The Alternative Life Center					
Vendor # 068801					
State Fiscal Year	Class Title	Class Account	Current Budget	Amount Increase/ (Decrease)	Revised Budget Amount
2,018	Consultants	046-500464	\$1,200	\$0	\$1,200
2,019	Consultants	046-500464	\$0	\$1,200	\$1,200
Subtotal			\$1,200	\$1,200	\$2,400
TOTAL			\$5,520,158	\$2,760,679	\$8,280,837



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

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

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$734,466.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
(603) 271-9330.
5. Delete Exhibit A, Scope of Services, in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
6. Delete Exhibit B, Paragraph 9, and replace with:
 9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:
 - 9.1. Training and Development: \$1,000.
 - 9.2. Capital Reserve Fund: \$2,901.
 - 9.3. Capital Expenditure: \$3,161
 - 9.4. Crisis Respite: \$0.



New Hampshire Department of Health and Human Services
Peer Support Services

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



New Hampshire Department of Health and Human Services
Peer Support Services

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

State of New Hampshire
Department of Health and Human Services

5/18/18
Date

Katja S Fox
Name: Katja S Fox
Title: Director

May 4, 2018
Date

Connections Peer Support Center
Gregory M. Burdwood
Name: Gregory M. Burdwood
Title: Executive Director

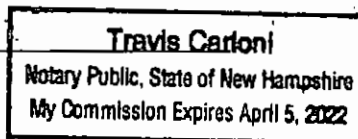
Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 5/4/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

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

My Commission Expires: _____





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

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

OFFICE OF THE ATTORNEY GENERAL

6/11/18
Date

[Signature]
Name: Megan A. Campbell
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

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

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

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

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

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

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

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

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

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

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

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized



Exhibit A Amendment #1

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



Exhibit A Amendment #1

- 3.1.1.11.2. Referrals to community mental health centers employment programs.
 - 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
 - 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
 - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
 - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
 - 3.1.1.15. Invite guests to participate in peer support activities.
 - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
 - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
 - 3.2.1.1. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.1.1.1. Peer Support Services.
 - 3.2.1.1.2. Wellness and Recovery Activities.
 - 3.2.1.1.3. Annual Conferences.
 - 3.2.1.1.4. Regional Meetings.
 - 3.2.1.1.5. Council Meetings.



Exhibit A Amendment #1

- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
 - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
 - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement, and on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Warmline Services
 - 3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
 - 3.4.1.1. Are primarily provided to any individual who lives or works in Region(s) 8, 9, and 10, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
 - 3.4.1.2. Are provided during the hours the peer support agency is closed.
 - 3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - 3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.
 - 3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
 - 3.4.1.6. Are provided by staff that is trained in providing crisis services.
 - 3.4.1.7. May include outreach calls described in Section 3.2.1.5

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 8, and warmline services for consumers statewide.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.



Exhibit A Amendment #1

- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
- 4.3.1. A building in compliance with local health, building and fire safety codes.
 - 4.3.2. A building that is maintained in good repair and be free of hazard.
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
 - 4.3.3.4.2. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented.

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

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

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors.
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process.
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and



Exhibit A Amendment #1

- 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
 - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - 6.1.3.1.3. Each year of experience in the peer support field may be substituted for one year of academic experience.
- 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board.
 - 6.1.4.2. The Department's policies and rules.
 - 6.1.4.3. The Contract terms and conditions.
 - 6.1.4.4. The Quality improvement reviews.
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact to the Department, to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 6.8.2. The description of how additional staff resources will be allocated to support



Exhibit A Amendment #1

this Agreement in the event of inability to meet any performance standard.

- 6.8.3. The description of time frames necessary for obtaining staff replacements.
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
 - 6.9.1. Inclement weather notifications for programming and transportation services.
 - 6.9.2. Emergency evacuation plans for the Agency.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system.
 - 7.2.2. All Department policies and rules applicable to the peer support.
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures.
 - 7.2.5. PSA grievance procedures.
 - 7.2.6. Harassment, discrimination, and diversity.
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
 - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions.
 - 7.3.2. Staffing pattern.
 - 7.3.3. Conditions of employment.
 - 7.3.4. Grievance procedures.
 - 7.3.5. Performance reviews.
 - 7.3.6. Individual staff development plans.
 - 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work.



Exhibit A Amendment #1

- 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.3.7.3. Criminal Records Check.
- 7.3.7.4. Previous employment.
- 7.3.7.5. References.
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment.
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC).
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test.
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.



Exhibit A Amendment #1

- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support.
 - 7.9.2. Warmline.
 - 7.9.3. Facilitating Peer Support Groups.
 - 7.9.4. Sexual Harassment.
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.
 - 7.12.2. Supervision.
 - 7.12.3. Performance Appraisals.
 - 7.12.4. Employment Practices.
 - 7.12.5. Harassment.
 - 7.12.6. Program Development.
 - 7.12.7. Complaints and the Complaint Process.
 - 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.



Exhibit A Amendment #1

- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
 - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
 - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
 - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
 - 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).



Exhibit A Amendment #1

- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources.
 - 8.11.2. Staff Development.
 - 8.11.3. Financial Responsibilities.
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor shall pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.



Exhibit A Amendment #1

9. Participation in Statewide/Regional Meetings

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

10. Grievance and Appeals

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

11. Deliverables



Exhibit A Amendment #1

11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:

- 11.1.1. The number of members.
- 11.1.2. The total number of participants.
- 11.1.3. Program utilization totals and percentages.
- 11.1.4. Number of telephone contacts.
- 11.1.5. Description of outreach activities.
- 11.1.6. Number and description of educational events.
- 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.



Exhibit A Amendment #1

- 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

14. Quality Improvement

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



Exhibit A Amendment #1

- 14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 Budget		
New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>Connections Peer Support Center</u>		
Budget Request for: <u>Peer Support Services</u> (Name of RFP)		
Budget Period: <u>7/1/18 through 6/30/19</u>		
Line/Item/Budget Reference Number	Line/Item/Budget Description	Total/Amount
600	PERSONNEL COSTS	
601	Salary & Wages	152,682
602	Employee Benefit	25,360
603	Payroll taxes	11,680
	Subtotal	189,722
620	PROFESSIONAL FEES	
624	Accounting	800
625	Audit Fees	9,000
626	Legal Fees	0
627	Other Professional Fees and Consultants	2,400
	Subtotal	12,200
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	0
643	Heating Costs	2,500
644	Other Utilities	2,900
645	Maintenance and Repairs	2,700
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	8,100
650	CONSUMABLE SUPPLIES	
651	Office	1,000
652	Building/Household	1,400
653	Rehabilitation/Training	1,000
655	Food	1,800
657	Other Consumable Supplies	1,000
	Subtotal	6,200
	Other Expenses	
660	CAPITAL EXPENDITURES	3,161
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,240
680	EQUIPMENT MAINTENANCE	700
700	ADVERTISING	1,000
710	PRINTING	600
720	TELEPHONE/COMMUNICATIONS	4,439
730	POSTAGE/SHIPPING	499
	Subtotal	16,540
740	TRANSPORTATION	
741	Board Members	300
742	Staff	1,500
743	Members and Participants	4,460
	Subtotal	6,260
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	3,100
762	Vehicles	1,200
763	Comprehensive Property & Liability	0
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	0
	Subtotal	4,800
TOTAL PROGRAM EXPENSES		\$244,822

DHHS Information Security Requirements



A. Definitions

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

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

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

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

5/4/18

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

AB
5/4/18



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

DHHS Information Security Requirements



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

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5/4/18



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

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

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5/4/18

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

[Signature]
5/7/18



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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5/4/18

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

Business ID: 175447

Certificate Number : 0004091144



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Carol Hollis, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Connections Peer Support Center
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 3, 2018 :
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 4th day of May, 2018.
(Date Contract Signed)

4. Gregory Burdwood is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Carol N Hollis

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

The forgoing instrument was acknowledged before me this 8 day of June, 2018.

By CAROL Hollis
(Name of Elected Officer of the Agency)

Debra S. Perry
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/22/2022







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2018

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

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

PRODUCER The Demers Agency 200 Lafayette Road, Suite 5 North Hampton, NH 03862	CONTACT NAME: Cyndi Hewitt	
	PHONE (A/C, No, Ext): 603-964-9555	FAX (A/C, No): 603-964-1651
INSURED Connections Peer Support Center Inc. 544 Islington Street Portsmouth, NH 03801	E-MAIL ADDRESS: hewittc1@nationwide.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B: Nationwide Mutual Fire Insurance Company	
	INSURER C: Mount Vernon Fire Insurance Company	
	INSURER D: Hartford Insurance Company	
INSURER E: Merchants Bonding Company		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		ACP GLO 5493657605	12/18/2017	12/18/2018	EACH OCCURRENCE	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY	
	OTHER:					GENERAL AGGREGATE	
B	AUTOMOBILE LIABILITY		ACP BAF 5493657605	12/18/2017	12/18/2018	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB					EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE
	DED	RETENTION \$					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		6S60UB-2E26231-1-17	06/12/2017	06/12/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Property Coverage		ACP CPP 5493657605	12/18/2017	12/18/2018	Bldg \$351,300	
C	Non Profit Directors & Officers		NDO2006703N-Claims Made	11/17/2017	11/17/2018	Conts \$35,900	

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

E Merchants Bonding Company: Employee Dishonesty Bond # NHF 3234

Bond Limit = \$25,000

Term: 10/06/17-10/06/18

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS
Attn: Sandy Lawrence
129 Pleasant Street
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

Chris R. Demers

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MISSION STATEMENT

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

Vision

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

Guiding Principles

Our programs are grounded in the principles of:

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

Approved by CPSC BoD: 01/04/2016

Financial Statements

**CONNECTIONS PEER SUPPORT
CENTER**

**FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

CONNECTIONS PEER SUPPORT CENTER
FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements:	
Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	5
Statements of Functional Expenses	6 - 7
Notes to Financial Statements	8 - 12
Supplemental Schedule:	
Bureau of Mental Health Services (BMHS) Refundable Advance Schedule	13

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

**Leone,
McDonnell
& Roberts**
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS
WOLFEBORO • NORTH CONWAY
DOVER • CONCORD
STRATHAM

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Connections Peer Support Center (a nonprofit organization), which comprise the statements of financial position as of June 30, 2017 and 2016, and the related statements of activities, cash flows, and functional expenses for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Connections Peer Support Center as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

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

Leone, McDonnell & Roberts
Professional Association

November 13, 2017
Dover, New Hampshire

CONNECTIONS PEER SUPPORT CENTER

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 26,511	\$ 21,818
Accounts receivable	-	5,289
Prepaid expenses	<u>9,960</u>	<u>9,531</u>
Total current assets	<u>36,471</u>	<u>36,638</u>
PROPERTY, PLANT AND EQUIPMENT, NET	<u>126,290</u>	<u>136,910</u>
OTHER ASSETS		
Restricted cash	<u>116,565</u>	<u>97,535</u>
Total assets	<u>\$ 279,326</u>	<u>\$ 271,083</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 2,239	\$ 2,109
Accounts payable	2,836	3,660
Accrued expenses	8,794	10,679
Accrued payroll and related taxes	12,409	9,699
Refundable advances	<u>116,565</u>	<u>97,535</u>
Total current liabilities	<u>142,843</u>	<u>123,682</u>
LONG TERM DEBT, NET OF CURRENT PORTION	<u>7,096</u>	<u>17,587</u>
Total liabilities	<u>149,939</u>	<u>141,269</u>
NET ASSETS		
Unrestricted	<u>129,387</u>	<u>129,814</u>
Total liabilities and net assets	<u>\$ 279,326</u>	<u>\$ 271,083</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER

STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
PUBLIC SUPPORT		
Grants and contracts	\$ 225,313	\$ 260,018
eCPR Grant	1,523	-
Donations	<u>1,587</u>	<u>-</u>
Total public support	228,423	260,018
REVENUES		
Interest	<u>49</u>	<u>56</u>
Total public support and revenues	<u>228,472</u>	<u>260,074</u>
EXPENSES		
Program services	203,134	206,304
General and administrative	<u>25,765</u>	<u>26,352</u>
Total expenses	<u>228,899</u>	<u>232,656</u>
(DECREASE) INCREASE IN NET ASSETS	(427)	27,418
NET ASSETS, BEGINNING OF YEAR	<u>129,814</u>	<u>102,396</u>
NET ASSETS, END OF YEAR	<u>\$ 129,387</u>	<u>\$ 129,814</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
(Decrease) increase in net assets	\$ (427)	\$ 27,418
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	10,620	9,290
Decrease (increase) in assets:		
Accounts receivable	5,289	(317)
Prepaid expenses	(429)	(815)
(Decrease) increase in liabilities:		
Accounts payable	(824)	(662)
Accrued expenses	(1,885)	2,785
Accrued payroll and related taxes	2,710	1,483
Refundable advances	<u>19,030</u>	<u>(9,867)</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>34,084</u>	<u>29,315</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	-	(27,142)
Proceeds from certificate of deposit	<u>-</u>	<u>3,240</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>-</u>	<u>(23,902)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments of long term debt	<u>(10,361)</u>	<u>(9,754)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(10,361)</u>	<u>(9,754)</u>
NET INCREASE (DECREASE) IN CASH	23,723	(4,341)
CASH, BEGINNING OF YEAR	<u>119,353</u>	<u>123,694</u>
CASH, END OF YEAR	<u>\$ 143,076</u>	<u>\$ 119,353</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid for interest during the year	<u>\$ 849</u>	<u>\$ 1,505</u>
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See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER

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

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 119,658	\$ 3,701	\$ 123,359
Benefits	14,466	1,089	15,555
Office supplies and postage	13,474	709	14,183
Professional fees	-	14,088	14,088
Payroll taxes	9,853	857	10,710
Staff development	9,568	1,063	10,631
Depreciation	9,346	1,274	10,620
Travel	5,239	582	5,821
Insurance	4,550	1,137	5,687
Utilities	4,705	703	5,408
Telephone	4,344	-	4,344
Other	2,754	306	3,060
Repairs and maintenance	2,867	-	2,867
Conferences and meetings	1,055	117	1,172
Interest	739	110	849
Dues and publications	489	26	515
Credit card fees	27	3	30
TOTAL	<u>\$ 203,134</u>	<u>\$ 25,765</u>	<u>\$ 228,899</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2016**

	<u>Program Services</u>	<u>General and Administrative</u>	<u>Total</u>
Salaries	\$ 122,543	\$ 3,790	\$ 126,333
Benefits	17,593	1,324	18,917
Professional fees	-	14,706	14,706
Office supplies and postage	13,055	687	13,742
Payroll taxes	10,879	946	11,825
Depreciation	8,175	1,115	9,290
Staff development	7,554	839	8,393
Utilities	5,493	821	6,314
Travel	5,450	606	6,056
Insurance	4,422	1,105	5,527
Repairs and maintenance	3,965	-	3,965
Telephone	3,665	-	3,665
Other	1,740	193	1,933
Interest	1,309	196	1,505
Dues and publications	461	24	485
TOTAL	<u>\$ 206,304</u>	<u>\$ 26,352</u>	<u>\$ 232,656</u>

See Notes to Financial Statements

CONNECTIONS PEER SUPPORT CENTER

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1. ORGANIZATION

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

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

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

Basis of Presentation

The financial statement presentation follows Accounting Standards Codification Topic 958-205, *Presentation of Financial Statements*. Under ASC Topic 958-205, the Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets and permanently restricted net assets. As of June 30, 2017 and 2016, the Center has no temporarily or permanently restricted net assets.

Use of Estimates

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

Cash Equivalents

The Center considers all highly liquid instruments with an original maturity date of three months or less to be cash equivalents. The Center has no cash equivalents as of June 30, 2017 and 2016.

Restricted Cash

Restricted cash represents the refundable advances as June 30, 2017 and 2016, and total \$116,565 and \$97,535, respectively. The Center must receive prior approval from the State of New Hampshire in order to utilize these funds.

Property, Plant and Equipment

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

Property, plant and equipment at June 30, 2017 and 2016, consisted of the following:

	<u>2017</u>	<u>2016</u>
Building	\$ 119,482	\$ 119,482
Building improvements	39,640	39,640
Furniture and equipment	13,050	13,050
Vehicles	39,868	39,868
Land	<u>37,555</u>	<u>37,555</u>
	249,595	249,595
Less accumulated depreciation	<u>(123,305)</u>	<u>(112,685)</u>
Property, plant and equipment, net	\$ <u>126,290</u>	\$ <u>136,910</u>

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

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

Depreciation expense for the years ended June 30, 2017 and 2016 was \$10,620 and \$9,290, respectively.

Contributions

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

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

Compensated Absences

The Center has accrued a liability for future compensated leave time which its employees have earned and which is vested with the employee. The amounts at June 30, 2017 and 2016, were \$7,255 and \$6,592, respectively.

Functional Allocation of Expenses

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

NOTE 3. INCOME TAXES

Connections Peer Support Center is currently exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Center to be other than a private foundation.

Accounting Standard Codification No. 740, "Accounting for Income Taxes," established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements. The Center has analyzed its tax position taken on its information returns for all open tax years (2013 - 2016), and has concluded that no provision for income taxes is necessary in the Center's financial statements.

NOTE 4. LONG TERM DEBT

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

The scheduled maturities of long term debt are as follows as of June 30:

2018	\$ 2,239
2019	2,377
2020	2,523
2021	<u>2,196</u>
Total	<u>\$ 9,335</u>

NOTE 5. LEASE COMMITMENT

The Center entered into an operating lease for a copier during the fiscal year ended June 30, 2014 which is due to expire in February, 2019. Lease payments are \$277 monthly. The Center has the option to renew the lease upon expiration of the current lease. Minimum lease payments under the terms of the current lease are as follows as of June 30:

2018	\$ 3,324
2019	<u>2,216</u>
Total	<u>\$ 5,540</u>

Copier lease expense of \$3,324 is included in office expense for each of the years ended June 30, 2017 and 2016, respectively.

NOTE 6. CONCENTRATION OF RISK

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

NOTE 7. REFUNDABLE ADVANCES

Refundable advances were \$116,565 and \$97,535 as of June 30, 2017 and 2016, respectively. The amounts represent revenue received in advance from Bureau of Mental Health Services (BMHS) for services to be performed by the Center.

The Center must request preapproval from BMHS before spending these funds. If approval is not obtained, the funds must be returned to BMHS. During the fiscal years ended June 30, 2017 and 2016, the Center had received approval for and spent \$14,602 and \$9,867, of prior year fund carryovers, respectively.

NOTE 8. RELATED PARTY TRANSACTIONS

During the year ended June 30, 2017, the executive director personally obtained a grant from the University of New Hampshire which was then donated to the Center. The grant totaled \$1,523. No amounts were received for the year ended June 30, 2016.

NOTE 9. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation for the current year.

NOTE 10. WAIVER OF LOAN COVENANT

For the fiscal year ended June 30, 2017 the Center has received a waiver from Northeast Credit Union for the release of the loan covenant. A waiver was not required for the fiscal year end June 30, 2016.

NOTE 11. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 13, 2017, the date the financial statements were available for issuance.

CONNECTIONS PEER SUPPORT CENTER

**BUREAU MENTAL HEALTH SERVICES (BMHS)
REFUNDABLE ADVANCE SCHEDULE
FOR THE YEAR ENDED JUNE 30, 2017**

Reconciliation of BMHS Refundable Advance

Total FY 2017 BMHS funds received	\$ 244,822
Recognition of funds released by BMHS	<u>14,602</u>
Total funds received	<u>259,424</u>
Less:	
BMHS expenses	(228,899)
Principal debt payments	<u>(10,361)</u>
Total approved expenses	<u>(239,260)</u>
Add:	
Depreciation expense	10,620
Non-approved BMHS expenses	<u>2,848</u>
Total nonapproved expenses	<u>13,468</u>
BMHS surplus	33,632
Recognition of funds released by BMHS	<u>(14,602)</u>
Change in refundable advance at June 30, 2017	<u>19,030</u>
Refundable advance balance at June 30, 2016	<u>97,535</u>
Refundable advance balance at June 30, 2017	<u>\$ 116,565</u>

See Independent Auditors' Report

Connections Peer Support Center
BOARD OF DIRECTORS
03-28-2018

PRESIDENT
Carol Hollis



Joined on: 11-2015
Term#: 2
Term Length: 2 yrs
Expiration: 11-2019
Office: President: Term: 2

VICE PRESIDENT
Allegra May



Joined on: 05-2015
Term #: 2
Term Length: 2 yrs
Expiration: 05-2019
Office: Vice President: Term 2

TREASURER
Chelsea Mukon



Joined on: 11-2016
Term #: 1
Term Length: 2 yrs
Expiration: 11-2018
Office: Treasurer: Term 2

SECRETARY
Leslie McCarthy



Joined on: 06-2016
Term #: 1
Term length: 2 yrs
Expiration: 06-2018
Office: Secretary: Term 2

Colby Breen Pantelakos



Joined on: 07-2016
Term#: 1
Term Length: 2 yr
Expiration: 07-2018

Judi Coleman



Joined on: 09-27-2017
Term #: 1
Term Length: 2 yr
Expiration: 09-2019

Dr. Steven Hankins



Joined on: 11-2015
Term #: 2
Term Length: 2 yrs
Expiration: 11-2019

Lori Mitchel



Joined on: 04-2014
Term #: 2
Term Length: 2 yrs
Expiration: 04-2018

Darin Stewart



Joined on: 01-2017
Term #: 1
Term Length: 2 yrs
Expiration: 01-2019

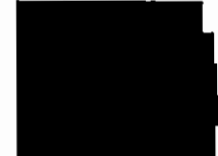
Donna Camuso



Joined on: 01-2018
Term #: 1
Term Length: 2 yrs
Expiration: 01-2020

Executive Director

Greg Burdwood



E-mail:
greg@connectionspeersupport.org

GREG BURDWOOD, M.A.

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

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

PROFESSIONAL EXPERIENCE

Connections Peer Support Center, Portsmouth, NH 2018 – present
Executive Director: Responsible for overseeing the administration, programs and strategic plan of the organization. Other key duties include:

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

Extended Family, Portsmouth, NH 2017 - 2018
Personal Care Provider: Assist older adults living at home, providing personal care, ambulation/transfer, housekeeping, meal prep, companionship, finding community, accessing healthcare, and health advocacy.

Cooperative Alliance for Seacoast Transportation (COAST) Dover, NH 2015 - 2017
Demand-Response Manager: Managed paratransit program to enhance riders' access to the community.

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

NH Department of Health and Human Services, Concord, NH 2014 - 2015
Community Integration Project Manager: Project management of the US Dept. of Justice Olmstead Agreement, to expand and increase access to community-based mental health services statewide.

University of New Hampshire, Concord NH, 2010 - 2014
UNH Institute for Health Policy and Practice, *Behavioral Health Transition Coordinator*, 2011 - 2014
Federal grant to transition older adults with severe mental illness and complex health issues from NH Hospital and other facilities back to their home communities.

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

UNH Institute on Disability, Project Manager, 2010 - 2011

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

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

NH House of Representatives, Concord, NH

2012 – 2014

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

HUB Family Resource Center, Dover, NH

2004 - 2010

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

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

Resource Management Consultants, Concord, NH

2002 - 2004

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

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

Community Partners, Dover, NH

2001 - 2002

Development and Community Relations Manager:

- Managed marketing, promotion and PR
- Wrote/managed foundation, state, and federal grants.
- Worked with consumers, staff, and board to create a new mission statement and vision.

Strafford Guidance Center, Dover, NH

1993 - 2001

Director of Development, 1997 - 2001

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

Manager, Adult Outpatient and EAP Services, 1993 - 1997

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

Phillips Exeter Academy, Exeter, NH

1991-1993

Student Assistance Program Coordinator

Seacoast Mental Health Center, Dover, NH

1985-1991

Emergency Services Clinician, 1986-1993

Community Support Program Clinician, 1985-1986

Tina M. Dulac

Experience Connections Peer Support Center, Portsmouth, NH – Nov. 2016 to present

Administrative Assistant/Bookkeeper

- Work closely with the Executive Director to plan and complete projects
- Office operations including staff scheduling, receiving calls, ordering supplies, and maintaining file systems.
- Prepare quarterly statistical reports for agency's contractor
- Oversee staff payroll
- All bookkeeping functions including A/P, A/R, journal entries, and monthly/quarterly reporting

The Channel Company (Invixio), Dover, NH - Apr. 2014 to Dec. 2015

Office Support (The Channel Company)

- Reviewed payroll semi-monthly for 15 employees and maintained audit of employees' PTO balances.
- Reconciled accounts payable for accuracy.
- Played key role in assisting with the transition of The Channel Company acquiring Invixio in March, 2015, by transferring business accounts, ensuring accuracy with payroll systems, and acting as a liaison between employees and the HR dept.

Office Manager (Invixio)

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

Sprague Energy, Portsmouth, NH – Oct. 2001 to May 2004

Marketing Data Coordinator

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

Customer Pricing Coordinator

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

Accounts Payable Associate

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

Education Bachelor of Arts Degree, Political Science - University of South Florida, Tampa, FL – 1996

University of Central Florida, Orlando, FL (1999 – 2001)

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

NINA JENSSEN

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

Connections Peer Support Center Portsmouth NH

Program Coordinator

October 9 2015

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

Supervise peer support staff and van driver

Facilitate WRAP and IPS groups

Monitor warm line and daily outreach calls

Seacoast Family Promise, Stratham NH

Volunteer Coordinator

Recruitment and training of volunteers for homeless shelter Sept 2004- – June 2014

Coordination of meal preparation for up to 15 individuals

Liaison between guests, volunteers and program director

END 68 HOURS of HUNGER Eliot ME

MSAD 35 Coordinator

June 2012- – Jan 2014

Responsible for startup of backpack program for MSAD 35

Volunteer Recruitment

Coordinator for Weekly Team Leaders

Families First Portsmouth

May 2010=August 2010

Parent Recharge Facilitator

Facilitated biweekly nutrition group for parents

Cooking Matters

Jan 2011- May 2011

Classroom Assistant

Support instructors in teaching nutrition classes

Friends of the William Fogg Library

Sept 2003-Setp 2009

Volunteer Coordinator

Supervise annual OktoberFest

EDUCATION

University of New England – Biddeford ME – BS Environmental Studies

Dec 1991

UNH Durham NH Dietetics Coursework:

Jan 2010-May 2015

Nutrition, Health & Well Being, Nutrtional Education and Counseling, Life Cycle

Nutrition, Nutritional Assesment, US Healthcare Systems

DOUGLASS ROBERTSON

Doug@connectionspeersupport.net

Looking to fill my life with as many diverse experiences as I can. I'm ready to learn, grow, and explore until I'm dead in the ground.

EXPERIENCE

MAY 2017 – JANUARY 2018T

MEAT CUTTER/BUTCHER, MAINE MEA

ALL AROUND MEAT PREPARER. SAUSAGE MAKING, FABRICATION, DELI MEAT PRODUCTION, RETAIL ASSISTANT

JANUARY 2017– APRIL 2017

KITCHEN MANAGER, THE PRESS ROOM

DELEGATE ALL THINGS PERTAINING TO THE FUNCTION OF THE KITCHEN.

JUNE 2016 – JANUARY 2017

SOUS CHEF, THE PRESS ROOM

WORK ALL LINE POSITIONS, MANAGE PREP LISTS AND PRODUCE ORDERING, DESIGN SPECIALS, WORK WITH CHEF TO CREATE NEW MENUS.

JANUARY 2016 – JUNE 2016

SAVORY CHEF, LA MAISON NAVARRE

SOLE DEVELOPER/MANAGER/STAFF OF THE SAVORY SIDE OF A FRENCH BAKERY/CAFÉ. WORKED WITH OWNERS TO CREATE MENU, MANAGED PREP AND SOME FOOD ORDERING. DID ALL LINE COOKING AND RAN FOOD TO CUSTOMERS.

MARCH 2011 – AUGUST 2014

LINE COOK, PORTSMOUTH PIZZA FACTORY

FULL TIME LINE COOK FOR BUSY LOCAL GREEK STYLE PIZZA SHOP. DID SOME PREP, MOSTLY COOKED TO ORDER.

JUNE 2011 – NOVEMBER 2011

A.M. PREP COOK, SURF SEAFOOD PORTSMOUTH

FULL TIME AM PREP COOK FOR ALL STATIONS OF A BUSY DOWNTOWN RESTAURANT ON ITS OPENING SUMMER.

FEBRUARY 2010 – NOVEMBER 2010

GARAMAGE, THE OAR HOUSE

PART TIME.

MANAGED SALAD, SANDWICH, RAW BAR, FRY, AND PIZZA PRODUCTION. PREP.

FEBRUARY 2008 – AUGUST 2008

GROUNDS KEEPER, WENTWORTH BY THE SEA COUNTRY CLUB

FULL TIME GROUNDS KEEPER STAFF. MAINTAINING AND MOWING GREENS/ALL AREAS. WEED-WHACKING, RE-BUILDING SANDTRAPS.

JUNE 2007 – NOVEMBER 2007

STREET CANVASSER, ACLU NY

RECRUITING INTEREST AND FUNDS FOR CAMPAIGN REFORM AND, VARIOUS PROJECTS ON THE STREETS OF MANHATTAN/BROOKLYN.

EDUCATION

CLASS OF '06

PORTSMOUTH HIGH SCHOOL

Took every art class available in Portsmouth's robust art program

SKILLS

- Humble confidence
- creative
- flexible
- inventive under pressure
- bold

ACTIVITIES

I'm active member in my local music scene, having been involved in several musical projects. Over time I've established a broad network of connections to members of Portsmouth's creative community. I am currently the singer/songwriter/rhythm/lead guitarist of the band yelloyuth.

NH DHHS: Bureau of Mental Health Services

Vendor: Connections Peer Support Center

FY2019 Contract

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Gregory Burdwood	Executive Director	\$39,998	100	\$39,998
Tina Dulac	Administrative Assistant	\$25,480	100	\$25,480
Nina Jenssen	Program Coordinator	\$27,040	100	\$27,040
Douglass Robertson	Program Coordinator	\$19,500	100	\$19,500



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

June 6, 2016

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

G&C Approved

Date 6/29/16
Item # 23

REQUESTED ACTION

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

Summary of contract amounts by Vendor.

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

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

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

Please see attached financial detail.

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide.

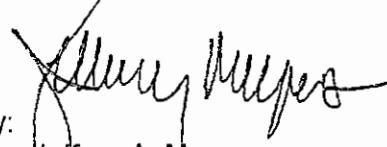
Source of funds: ^{44.55%}~~45.55%~~ General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

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

Respectfully submitted



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00
The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00
Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

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

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

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

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

100% General Funds

Activity Code: 92207011

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

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

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



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

Peer Support Services

RFP Name

RFP-2017-BBH-02-PEERS

RFP Number

Reviewer Names

Bidder Name

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

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

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

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

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Connections Peer Support Center		1.4 Contractor Address 544 Islington Street Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-427-6966	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$489,644.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carol Hollis, Vice President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>5/31/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		LAURA K. GRISWOLD, Notary Public My Commission Expires April 8, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Laura Griswold			
1.14 State Agency Signature  Date: <u>6/6/16</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:  On: <u>6/12/16</u> Megan A. Yelle - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Definitions

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



Exhibit A

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



Exhibit A

3. Scope of Services

3.1. Peer Support Services

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

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

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

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

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

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

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



Exhibit A

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



Exhibit A

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



Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

3.3. Warmline Services

- 3.3.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
 - 3.3.1.1. Are primarily provided to any individual who lives or works in Region(s) 8, 9, and 10, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
 - 3.3.1.2. Are provided during the hours the peer support agency is closed.
 - 3.3.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - 3.3.1.4. Assist individuals in addressing a current crisis related to their mental health.
 - 3.3.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
 - 3.3.1.6. Are provided by staff that are trained in providing crisis services.
 - 3.3.1.7. May include outreach calls described in Section 3.2.1.5

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 8, and other Regions specific to services identified in Section 3.3.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A Building in compliance with local health, building and fire safety codes,



Exhibit A

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

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

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

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.



Exhibit A

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

7. Staff Training and Development



Exhibit A

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,
 - 7.2.6. Harassment, discrimination, and diversity,
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
 - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions
 - 7.3.2. Staffing pattern
 - 7.3.3. Conditions of employment
 - 7.3.4. Grievance procedures
 - 7.3.5. Performance reviews
 - 7.3.6. Individual staff development plans
 - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:



Exhibit A

- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
- 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
- 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
- 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:



Exhibit A

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



Exhibit A

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 8.1.2. Having a plan for governance that requires:
 - 8.1.2.1. A Board of Directors who:
 - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
 - d. Establish and maintain the bylaws
 - 8.1.2.2. Bylaws that outline the:
 - a. Responsibilities and powers of the Board of Directors,
 - b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
 - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
 - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.



Exhibit A

- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - 8.7.3. Internal Control Procedures; and
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.



Exhibit A

- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
 - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
 - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
 - 10.1.3. Tracking complaints
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
 - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
 - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.



Exhibit A

- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
 - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.



Exhibit A

- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
- 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 13.1.2.1. Data
 - 13.1.2.2. Financial records
 - 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.5. Scheduled phone access to Contractor principals and staff
 - 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 13.2.1. Participate in quality improvement review as in Section 13.1
 - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 13.2.3. Review of personnel files for completeness; and
 - 13.2.4. Review of complaint process.
 - 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

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

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

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

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

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

9.2. Capital Reserve Fund: \$2,901.

9.3. Capital Expenditure: \$0.

9.4. Crisis Respite: \$0.

9.5. Retirement: \$2,424.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 (except for 9.2 Capital Reserve Fund) above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

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

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

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

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

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

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



Exhibit B

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

Exhibit B-1

BUDGET FORM

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

Bidder Name: Connections Peer Support Center

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

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

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	133,344
602	Employee Benefit	33,061
603	Payroll taxes	10,201
	Subtotal	176,605
620	PROFESSIONAL FEES	
624	Accounting	6,600
625	Audit Fees	7,500
626	Legal Fees	0
627	Other Professional Fees and Consultants	2,400
	Subtotal	16,500
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	11,260
643	Heating Costs	3,500
644	Other Utilities	4,200
645	Maintenance and Repairs	2,500
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	21,460
650	CONSUMABLE SUPPLIES	
651	Office	500
652	Building/Household	700
653	Rehabilitation/Training	150
655	Food	1,500
657	Other Consumable Supplies	1,000
	Subtotal	3,850
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,600
680	EQUIPMENT MAINTENANCE	1,576
700	ADVERTISING	250
710	PRINTING	1,200
720	TELEPHONE/COMMUNICATIONS	2,800
730	POSTAGE/SHIPPING	500
	Subtotal	12,827
740	TRANSPORTATION	
741	Board Members	700
742	Staff	2,500
743	Members and Participants	4,000
	Subtotal	7,200
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
762	Vehicles	1,000
763	Comprehensive Property & Liability	3,600
800	OTHER EXPENDITURES	780
801	INTEREST EXPENSE	0
	Subtotal	5,380
	TOTAL PROGRAM EXPENSES	244,822

Exhibit B-2

BUDGET FORM

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

Bidder Name: Connections Peer Support Center

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

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

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	133,344
602	Employee Benefit	33,061
603	Payroll taxes	10,201
	Subtotal	176,605
620	PROFESSIONAL FEES	
624	Accounting	6,600
625	Audit Fees	7,500
626	Legal Fees	0
627	Other Professional Fees and Consultants	2,400
	Subtotal	16,500
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	11,260
643	Heating Costs	3,500
644	Other Utilities	4,200
645	Maintenance and Repairs	2,500
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	21,460
650	CONSUMABLE SUPPLIES	
651	Office	500
652	Building/Household	700
653	Rehabilitation/Training	150
655	Food	1,500
657	Other Consumable Supplies	1,000
	Subtotal	3,850
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	3,600
680	EQUIPMENT MAINTENANCE	1,576
700	ADVERTISING	250
710	PRINTING	1,200
720	TELEPHONE/COMMUNICATIONS	2,800
730	POSTAGE/SHIPPING	500
	Subtotal	12,827
740	TRANSPORTATION	
741	Board Members	700
742	Staff	2,500
743	Members and Participants	4,000
	Subtotal	7,200
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
762	Vehicles	1,000
763	Comprehensive Property & Liability	3,600
800	OTHER EXPENDITURES	780
801	INTEREST EXPENSE	0
	Subtotal	5,380
	TOTAL PROGRAM EXPENSES	244,822



SPECIAL PROVISIONS

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

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



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES 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: Connections
Peer Support Center

5/31/16
Date

Carol Hollo
Name:
Title: Vice President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Connections Peer Support Center

5/31/16
Date

Carol Hollis
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Connections Peer Support Center

5/31/16
Date

Carol Holles
Name: vice President
Title:



**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

CH

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

Date 5/31/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Connections Peer Support Center

5/31/16
Date

Carol Hollis
Name:
Title: Vice President

Exhibit G

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

Contractor Initials

CH

Date

5/31/16



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: Connections Peer Support Center

5/31/16
Date

Carol Hollis
Name: Vice President
Title:



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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

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

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

CH



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.

3/2014

Contractor Initials CH

Date 5/31/16



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 & Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/16/16
Date

Connections Peer Support Center
Name of the Contractor

Carol Hollis
Signature of Authorized Representative

Carol Hollis
Name of Authorized Representative

Title of Authorized Representative

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: Connections Peer Support Center

5/31/16
Date

Carol Hollis
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 962070934
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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



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

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 5 Pine Street Extension, Suite 1G Nashua, NH, 03060.

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read:
05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$1,146,234.
4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
7. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
8. Add Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services
Peer Support Services



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

State of New Hampshire
Department of Health and Human Services

5/18/18
Date

Katja S Fox
Name: Katja S Fox
Title: Director

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

05-07-2018
Date

Claire Peddle-Treasurer
Name:
Title:

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on May 07, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

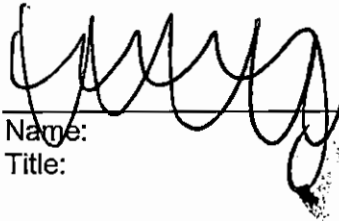
My Commission Expires: _____



New Hampshire Department of Health and Human Services
Peer Support Services

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

State of New Hampshire
Department of Health and Human Services



Date

Name:
Title:

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

5-7-2018
Date

Clare Reddle
Name:
Title: Treasurer

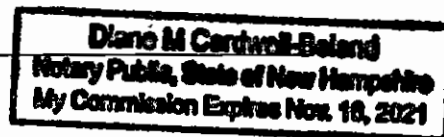
Acknowledgement of Contractor's signature:

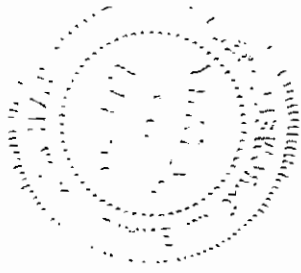
State of New Hampshire county of Hillsborough on May 7, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Diane M Cardwell Beland
Signature of Notary Public or Justice of the Peace

Diane M Cardwell Beland notary public
Name and Title of Notary or Justice of the Peace

My Commission Expires:





NATIONAL COMMISSION ON THE STATUS OF WOMEN
OFFICE OF THE SECRETARY
WASHINGTON, D.C.



New Hampshire Department of Health and Human Services
Peer Support Services

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

OFFICE OF THE ATTORNEY GENERAL

6/11/18
Date

[Signature]
Name: Megan A. Cole
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.



Exhibit A Amendment #1

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



Exhibit A Amendment #1

2.16. Week is defined as Monday through Sunday.

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

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

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

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

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

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

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

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

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

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

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

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized



Exhibit A Amendment #1

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

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



Exhibit A Amendment #1

- 3.1.1.11.2. Referrals to community mental health centers employment programs.
 - 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
 - 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
 - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
 - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
 - 3.1.1.15. Invite guests to participate in peer support activities.
 - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
 - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
 - 3.2.1.1. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.1.1.1. Peer Support Services.
 - 3.2.1.1.2. Wellness and Recovery Activities.
 - 3.2.1.1.3. Annual Conferences.
 - 3.2.1.1.4. Regional Meetings.
 - 3.2.1.1.5. Council Meetings.



Exhibit A Amendment #1

- 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.
 - 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
 - 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement., and on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Crisis Respite
 - 3.4.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.4.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.4.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.4.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.4.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.4.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.4.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.4.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.



Exhibit A Amendment #1

- 3.4.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
- 3.4.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
- 3.4.1.10. Support the individual in returning to participation in community activities, services and supports.
- 3.4.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
- 3.4.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 6, and crisis respite services for consumers statewide.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A building in compliance with local health, building and fire safety codes.
 - 4.3.2. A building that is maintained in good repair and be free of hazard.
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
 - 4.3.3.4.2. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented.

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

- 5.1. The Contractor agrees to provide peer support services to individuals defined in



Exhibit A Amendment #1

Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.

- 5.2. The Contractor will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors.
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process.
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
 - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
 - 6.1.3.1.3. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board.
 - 6.1.4.2. The Department's policies and rules.
 - 6.1.4.3. The Contract terms and conditions.
 - 6.1.4.4. The Quality improvement reviews.
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked,



Exhibit A Amendment #1

- and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
 - 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact to the Department, to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
 - 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
 - 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 6.8.3. The description of time frames necessary for obtaining staff replacements.
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
 - 6.9.1. Inclement weather notifications for programming and transportation services.
 - 6.9.2. Emergency evacuation plans for the Agency.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system.
 - 7.2.2. All Department policies and rules applicable to the peer support.
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures.
 - 7.2.5. PSA grievance procedures.



Exhibit A Amendment #1

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



Exhibit A Amendment #1

- 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support.
 - 7.9.2. Warmline.
 - 7.9.3. Facilitating Peer Support Groups.
 - 7.9.4. Sexual Harassment.
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.



Exhibit A Amendment #1

- 7.12.2. Supervision.
- 7.12.3. Performance Appraisals.
- 7.12.4. Employment Practices.
- 7.12.5. Harassment.
- 7.12.6. Program Development.
- 7.12.7. Complaints and the Complaint Process.
- 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
 - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
 - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
 - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.



Exhibit A Amendment #1

- 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
 - 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
 - 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
 - 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
 - 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
 - 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
 - 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
 - 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
 - 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.



Exhibit A Amendment #1

- 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources.
 - 8.11.2. Staff Development.
 - 8.11.3. Financial Responsibilities.
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor shall pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

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

10. Grievance and Appeals

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



Exhibit A Amendment #1

- 10.1.3. Tracking complaints.
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee.
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7.

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:
 - 11.1.1. The number of members.
 - 11.1.2. The total number of participants.
 - 11.1.3. Program utilization totals and percentages.
 - 11.1.4. Number of telephone contacts.
 - 11.1.5. Description of outreach activities.
 - 11.1.6. Number and description of educational events.
 - 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

- 12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.



Exhibit A Amendment #1

- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
 - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 14.1.2.1. Data.



Exhibit A Amendment #1

- 14.1.2.2. Financial records.
 - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
- 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
 - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
 - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 14.2.4. Review of personnel files for completeness.
 - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 Budget		
New Hampshire Department of Health and Human Services		
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI</u>		
Budget Request for: <u>Peer Support Services</u> (Name of RFP)		
Budget Period: <u>7/1/18 through 6/30/19</u>		
600	PERSONNEL COSTS	
601	Salary & Wages	216,590
602	Employee Benefit	33,354
603	Payroll taxes	16,569
	Subtotal	266,513
620	PROFESSIONAL FEES	
624	Accounting	7,316
625	Audit Fees	5,000
626	Legal Fees	0
627	Other Professional Fees and Consultants	0
	Subtotal	12,316
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	4,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	4,000
640	OCCUPANCY COSTS	
641	Rent	60,000
642	Mortgage Payments	0
643	Heating Costs	0
644	Other Utilities	0
645	Maintenance and Repairs	0
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	60,000
650	CONSUMABLE SUPPLIES	
651	Office	3,000
652	Building/Household	3,500
653	Rehabilitation/Training	0
655	Food	3,700
657	Other Consumable Supplies	0
	Subtotal	10,200
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	CAPITAL RESERVE FUND	0
670	EQUIPMENT RENTAL	0
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	1,300
710	PRINTING	1,300
720	TELEPHONE/COMMUNICATIONS	5,000
730	POSTAGE/SHIPPING	430
	Subtotal	8,030
740	TRANSPORTATION	
741	Board Members	0
742	Staff	1,519
743	Members and Participants	8,000
	Subtotal	9,519
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	3,000
762	Vehicles	4,000
763	Comprehensive Property & Liability	4,000
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	0
	Subtotal	11,500
TOTAL PROGRAM EXPENSES		\$382,078



A. Definitions

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

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

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

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

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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5/7/18



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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



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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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5/7/18



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

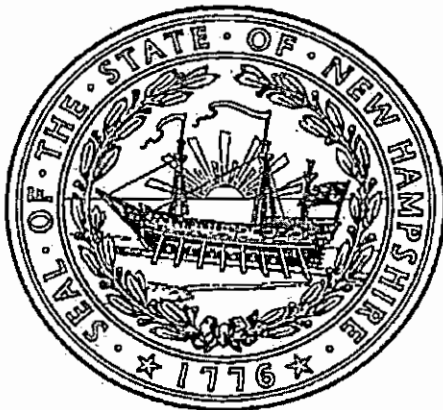
Department of State

CERTIFICATE

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

Business ID: 608796

Certificate Number : 0004094314



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Tim Lopez, do hereby certify that:

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

1. I am a duly elected Officer of H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI.

(Agency Name)

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

the Agency duly held on May 7, 2018:

(Date)

RESOLVED: That the Treasurer

(Title of Contract Signatory)

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

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

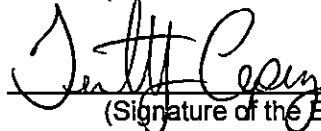
the 7th day of May, 2018.

(Date Contract Signed)

4. Claire Peddle is the duly elected Treasurer of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)


(Signature of the Elected Officer)


STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7 day of May, 2018,

By Tim Lopez.

(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

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



ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 11-01-2010 BY 60322



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/12/2018

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gifford NH 03247-7425		CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603)293-2791 FAX (A/C, No): (603)293-7188 E-MAIL ADDRESS: fairley@esinsurance.net																					
INSURED H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI P O Box 1564 Nashua NH 03061		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Great American Ins Group</td><td></td></tr><tr><td>INSURER B:</td><td>FirstComp</td><td>27626</td></tr><tr><td>INSURER C:</td><td>United States Liability Insurance Group</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Great American Ins Group		INSURER B:	FirstComp	27626	INSURER C:	United States Liability Insurance Group		INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																							
INSURER F:																							

COVERAGES**CERTIFICATE NUMBER:** 17-18**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PAC098773202	07/01/2017	07/01/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 50,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ included</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ included		\$
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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 <input checked="" type="checkbox"/> N	N/A	WC0112725-08	07/01/2017	07/01/2018	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 100,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 100,000	E.L. DISEASE - EA EMPLOYEE	\$ 100,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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C	Directors & Officers Insurance			NDO2010584C	07/01/2015	07/01/2018	<table border="1"><tr><td>D & O</td><td>\$1,000,000</td></tr><tr><td>EPLI</td><td>\$1,000,000</td></tr></table>	D & O	\$1,000,000	EPLI	\$1,000,000										
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EPLI	\$1,000,000																				

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

c. Hartford Fire Insurance Company Commercial Crime Bond Policy Number: 04BDDGS5982 Policy term: 7/27/2017 - 7/27/2020 \$14,000 limit

CERTIFICATE HOLDER**CANCELLATION**

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

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

Mission Statement

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

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION
Years Ended June 30, 2017 and 2016

~~DRAFT~~
Final

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets.	4-5
Statements of Cash Flows.....	6
Notes to Financial Statements	7 – 10
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION.....	11
Statement of Functional Expenses, Year Ended June 30, 2017 With Comparative Totals for the Year Ended June 30, 2016	12
Statement of Activities By State Approved BMHS Funds, Year Ended June 30, 2017	13

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Prior Period Financial Statements

The financial statements as of June 30, 2016 were audited by other accountants, whose report dated May 10, 2017, expressed an unmodified opinion on those statements.

DRAFT

Rowley & Associates, P.C.
Concord, New Hampshire
October 24, 2017

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

ASSETS	2017	2016
CURRENT ASSETS		
Cash, unrestricted	\$ 5,048	\$ 4,754
Cash, BMHS refundable	49,201	6,166
Cash, temporarily restricted	-	523
Accounts receivable	5,975	24,139
Total Current Assets	<u>60,224</u>	<u>35,582</u>
PROPERTY AND EQUIPMENT, at cost		
Vehicles	28,549	28,549
Furniture and fixtures	1,884	1,884
Total property & equipment	<u>30,433</u>	<u>30,433</u>
Less accumulated depreciation	<u>20,497</u>	<u>17,787</u>
	<u>9,936</u>	<u>12,646</u>
OTHER ASSETS		
Security deposit	<u>5,000</u>	<u>5,000</u>
Total Assets	<u><u>75,160</u></u>	<u><u>53,228</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	8,197	3,976
Refundable BMHS advance	49,201	29,999
Other liabilities	140	140
Total Current Liabilities	<u>57,538</u>	<u>34,115</u>
NET ASSETS		
Unrestricted	17,622	18,590
Temporarily Restricted	-	523
Total Net Assets	<u>17,622</u>	<u>19,113</u>
Total Liabilities and Net Assets	<u><u>\$ 75,160</u></u>	<u><u>\$ 53,228</u></u>

See Independent Auditors' Report and Notes to Financial Statements

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

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

See Independent Auditors' Report and Notes to Financial Statements

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEAR ENDED JUNE 30, 2016

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUES, GAINS AND OTHER SUPPORT			
Grant income	\$ 364,587	\$ -	\$ 364,587
Donations	4,054	-	4,054
Interest income	9	-	9
Miscellaneous income	261	-	261
Total support and revenue	<u>368,911</u>	<u>-</u>	<u>368,911</u>
Net assets released from donor imposed restrictions	<u>28</u>	<u>(28)</u>	<u>-</u>
EXPENSES			
Program	297,312	-	297,312
Management & general	60,144	-	60,144
Total expenses	<u>357,456</u>	<u>-</u>	<u>357,456</u>
Increase in net assets	11,455	-	11,455
Net assets, beginning of year	<u>7,107</u>	<u>551</u>	<u>7,658</u>
Net assets, end of year	<u>\$ 18,590</u>	<u>\$ 523</u>	<u>\$ 19,113</u>

See Independent Auditors' Report and Notes to Financial Statements

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (1,491)	\$ 11,455
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Change in temporarily restricted cash	523	-
Depreciation	2,710	1,653
(Increase) decrease in operating assets		
Accounts receivable	18,164	(18,696)
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	4,221	2,909
Refundable BMHS advance	<u>19,202</u>	<u>(4,946)</u>
Net Cash Provided (Used) By Operating Activities	<u>43,329</u>	<u>(7,625)</u>
CASH USED BY INVESTING ACTIVITIES,		
Purchases of property and equipment	<u>-</u>	<u>(13,549)</u>
Net Increase (Decrease) in Unrestricted Cash	43,329	(21,174)
Unrestricted Cash, Beginning of Year	<u>10,920</u>	<u>32,094</u>
Unrestricted Cash, End of Year	<u>\$ 54,249</u>	<u>\$ 10,920</u>

See Independent Auditors' Report and Notes to Financial Statements

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 1 NATURE OF ORGANIZATION

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

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Financial Statement Presentation

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

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. The Organization had \$17,622 and \$18,590 in unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Organization. The Organization had \$0 and \$523 in temporarily restricted net assets as of June 30, 2017 and 2016, respectively.

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the Organization. The Organization had no permanently restricted net assets as of June 30, 2017 and 2016.

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

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

Support and revenue

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

Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$2,710 and \$1,653 for the years ended June 30, 2017 and 2016, respectively. Expenditures for repairs and maintenance are expensed when incurred.

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

Functional allocation of items

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

Accounts Receivable

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

Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was \$1,179 and \$876 for the years ended June 30, 2017 and 2016, respectively.

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016**

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of estimates

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

Income tax status

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

In-Kind Contributions

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

Donated Materials and Services

It is the intent of the Organization to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2017 and 2016, there were no donated goods or services.

NOTE 3 CONCENTRATION OF CREDIT RISK

Economic Dependency

The Organization currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2017 and 2016, the State grants made up 99% and 99% of the Organization's total support.

Cash Balances

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2017 and 2016 the Organization no uninsured cash balances.

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 4 LEASES

The Organization leases office space under the terms of a non-cancellable lease agreement. The lease expires on June 30, 2019. Rent expense related to this agreement was \$60,000 for the years ended June 30, 2017 and 2016, respectively. Future minimum rent expense for the years ended June 30 are:

2018:	\$ 60,000
2019:	<u>60,000</u>
	<u>\$120,000</u>

NOTE 5 COMPENSATED ABSENCES

The Organization has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2017 and 2016 was \$6,614 and \$0, respectively.

NOTE 6 REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Mental Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, The Organization is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$49,201 and \$29,999 for the years ended June 30, 2017 and 2016, respectively.

NOTE 7 TAX EXEMPT STATUS

H.E.A.R.T.S. is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

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

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 8 SUBSEQUENT EVENT

Management has evaluated subsequent events through October 24, 2017, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 9 FAIR VALUE MEASUREMENTS

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

	Fair Value	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2017</u>			
Accounts Receivable	<u>\$ 5,975</u>	<u>\$ -</u>	<u>\$ 5,975</u>
<u>2016</u>			
Accounts Receivable	<u>\$ 24,139</u>	<u>\$ -</u>	<u>\$ 24,139</u>

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

NOTE 10 RECLASSIFICATION

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

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

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

Our report on our audit of the basic financial statements of H.E.A.R.T.S. Peer Support Center of Greater Nashua as of and for the year ended June 30, 2017 our report dated October 24, 2017, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

DRAFT

Rowley & Associates, P.C.
Concord, New Hampshire
October 24, 2017

**H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED JUNE 30, 2016**

	Program Services	Management & General	Total 2017	2016
Salaries and wages	\$ 175,203	\$ 26,180	\$ 201,383	\$ 199,853
Employee benefits	18,220	2,723	20,943	22,379
Payroll taxes	13,567	2,027	15,594	15,588
Rent	58,200	1,800	60,000	60,000
Accounting fees	-	14,130	14,130	13,735
Staff development	13,897	-	13,897	8,240
Insurance	11,799	909	12,708	13,027
Client travel and transportation	6,745	-	6,745	4,455
Telephone	4,662	144	4,806	4,686
Building and household supplies	4,124	-	4,124	2,765
Office supplies and equipment	-	2,737	2,737	1,949
Client food	2,599	-	2,599	2,141
Member support	2,192	-	2,192	1,919
Advertising and promotion	1,779	-	1,779	876
Staff travel and transportation	1,576	-	1,576	2,280
Other expenses	-	1,149	1,149	1,462
Printing	-	1,107	1,107	241
Postage and shipping	-	209	209	207
Depreciation	2,710	-	2,710	1,653
	<u>\$ 317,273</u>	<u>\$ 53,115</u>	<u>\$ 370,388</u>	<u>\$ 357,456</u>

See Independent Auditors' Report and Notes to Financial Statements

H.E.A.R.T.S. PEER SUPPORT CENTER OF GREATER NASHUA
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2017

	State Approved BMHS Funds	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year, less surplus of \$14,010	\$ 349,218	\$ -	\$ 349,218
Grant income, prior year release	14,808	-	14,808
Donations	-	4,864	4,864
Interest income	7	-	7
Total support and revenue	<u>364,033</u>	<u>4,864</u>	<u>368,897</u>
EXPENSES			
Salaries and wages	201,383	-	201,383
Employee benefits	20,943	-	20,943
Payroll taxes	15,594	-	15,594
Rent	60,000	-	60,000
Accounting fees	14,130	-	14,130
Staff development	13,897	-	13,897
Insurance	12,708	-	12,708
Client travel and transportation	6,745	-	6,745
Telephone	4,806	-	4,806
Building and household supplies	4,124	-	4,124
Office supplies and equipment	2,403	334	2,737
Client food	2,380	219	2,599
Member support	200	1,992	2,192
Advertising and promotion	1,779	-	1,779
Staff travel and transportation	1,576	-	1,576
Other expenses	49	1,100	1,149
Printing	1,107	-	1,107
Postage and shipping	209	-	209
Depreciation	-	2,710	2,710
Total expenses	<u>364,033</u>	<u>6,355</u>	<u>370,388</u>
Net Decrease in Net Assets	-	(1,491)	(1,491)
Net assets, beginning of year	-	19,113	19,113
Net assets, end of year	<u>\$ -</u>	<u>\$ 17,622</u>	<u>\$ 17,622</u>

See Independent Auditors' Report and Notes to Financial Statements

**H.E.A.R.T.S.
Board of Directors
May 7, 2018**

President: Tim Lopez
Greater Nashua Mental Health

[REDACTED]
[REDACTED]

603-889-6147(work)

lopezt@gnmhc.org

Joined 7/16/2016

Term #2, Term Length: 1 year

Term Expiration: 6/30/2018

Vice President:

Stacie Laughon
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

Nashua, NH 03060

[REDACTED]

Joined 11/20/2014

Term #4, Term Length: 1 year

Term Expiration: 6/30/2018

Treasurer: Claire Peddle

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined 5/17/2012

Term #3, Term Length: 2 years

Term Expiration: 6/20/2018

Secretary: Vacant (not voted in yet will be asap)

Term #1, Term Length: 2 years

Term Expiration: 6/30/2018

Board Members: Pat Worsley
86 Van Buren Road
Tewksbury, MA 01876
603-930-0441(cell)
pati345@aol.com
Joined 9/15/2011
Term #4, Term Length: 2 years
Term Expiration: 6/30/2018

Christine Graham
30 Auburn St #1
Nashua, NH 03064
603-993-0990(home)
Christine.graham33@gmail.com
Joined 4/8/2010
Term #4, Term Length: 2 years
Term Expiration: 6/30/2018

Scott Wellman
24 Vanden Road
Merrimack, NH 03054
603-732-6604 (cell)
Scottwellman59@comcast.net
Joined 6/19/2014
Term #2, Term Length: 2 years
Term Expiration: 6/30/2018

Michelle Poulin
11 Westwood Dr.
Manchester, NH 03103
603-486-4550 (cell)
mombruce83@gmail.com
Joined 2/22/2018
Term #1, Term Length: 1 year
Term Expiration: 6/30/2018

Ed Bowman

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined 5/7/2018

Term #1, Term Length: 1 year

Term Expiration: 6/30/2018

(Vacant interested by NAMI Mother)

Tom Doucette



Objectives

Would like to work with my peers to learn and grow in a safe non-judgmental environment.
To be able to share lived experience.

Experience

Date of Employment : July 7, 2010

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

Job Title

Assistant Executive Director

Experience

Connections 2005-2009

Harbor Homes

Nashua, NH 03060

Job Title

Assistant Program Manager

- Provided peer support to members and resources (shelter, food, state and local services) available to the members. Sign-up new members and Input stats.

Experience

1996-2000 Date

AAA Plating, Inc.

East Providence, RI

Job Title

President/Owner

- Complete operation of the Corporation.

Experience

1992-1996

AA Plating and Equipment, Inc.

Providence, RI

Job Title

President/Owner

Complete operation of the Corporation.

Professional Experience

Served committee that worked on the ten year plan, Team I with Representative Jim MacKay

Served on numerous State committees on mental health

Academic Experience

IPS 101

IPS CORE Training

IPS Co-Reflection

IPS Crisis Respite Training

IPS Crisis Respite Refresher

Facilitator of WRAP

WRAP Refresher

Advanced Level Facilitator of WRAP

State Trainer of WRAP

Train the Trainer of Mental Health First-Aid

WRAP Overview

WRAP Facilitator Training's

WRAP Facilitator Refresher's

Ken Lewis

OBJECTIVE

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

EXPERIENCE

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

Moved and opened a 900 sq. ft. Peer Support Center at 3 Pine St. Ext. Unit B with an Asst. Director, Members, and Participants on July 1 2010. Overseen daily operations of this Peer Support Center, which is open 8:00 am to 4:00 pm Monday thru Friday. Provided peer support, literature, and training to one paid/peer staff, volunteers, and all its members. Facilitated groups, attended training, complete and maintain certifications, attend required meeting, imputed and submitted all statistical reports and documents. I continued to develop the H.E.A.R.T.S. program and a Board of Directors, reporting to the BOD, as well as registering and submitted all required paperwork. On July 1, 2011 moved and opened a larger center of 1,540 sq. at 5 Pine St. Ext. Unit 2K due to increased membership size. Continue to develop programming, promoting in all regional areas and community providers working with the members communities and the BOD to insure and improve the communication of a Consumer run organization. Working hard on collaboration with local mental health center and Lamprey Health Clinic on a Healthy Connections and Whole Health and Wellness Program and continuing to support and grow these groups to be more of a peer supportive model. Oversee increased Staff of 1 full time Assistant and 6 part-time staff hired from within membership to support a continue population growth to date. I am aggressively making great strides developing community collaborations and connections with community provider within its Continuum of Care, community stakeholders, our two local hospitals, Access Team, the Act Team, and local clinics to ensure peer support and H.E.A.R.T.S. PSC is represented and is part of the community consumer supports. I am on the local mental health community advisory committee and. I am d on the IDN also on a regional public health committee to improve better access for all. I am a member of the NH State Behavioral Health Advisory Council. I am also the Chair of Consumer Council. With the B.O.D. and Asst. Director's support, H.E.A.R.T.S. we operate a Peer Support Crisis Respite Center attached to the located facility with 9 + more employees trained in IPS and WRAP crisis / trauma.

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

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

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

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

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

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

2003-2005 Machine Operator/NC Operator at Sanmina-Sci Corp. in Wilmington, MA

2002-2003 Assistant Manager at Spring Glow Services in Oroville, CA

1998-2002 Craftsman-Pipe Fitter/Boilermaker at NEPCO Corp. in Sacramento, CA

1989-1998 Engineering Technician at HADCO Corp. in Hudson, NH

1986-1989 Incoming Inspection QA/QC at Digital Corp. in Nashua, NH

1984-1986 Electronic Technician at Wang Corp. in Haverhill, MA

1983-1984 Electronic Technician at Lockheed/Sanders in Nashua, NH

EDUCATION

2004 – 2007 New Hampshire Community Technical College, Nashua, NH
Certificate in American Sign Language I, II, III, IV; Deaf Culture I, II

1974-1978 Sunnyvale High School, Sunnyvale, CA Graduated 1978

TRAININGS

Certified in IPS Facilitators Training and continuing a two year Recertification as well as quarterly Co-Supervision trainings each year

Certified in WRAP Facilitators Training and continuing a two year Recertification

Certified in WHAM Facilitators Training and continuing a two year Recertification

Substance Abuse State of New Hampshire Training

Certified in Recovery Coach for Alcohol and Drugs

Planting the Seeds for Health and Wholeness Training

Smoking Cessation Program

Certified in SOAR Program

Certified in First-Aid and CPR

Certification in American Sign Language

Safe Food Handling Class from NHFB

Administrative Training

Members Rights and Responsibilities / Sexual Harassment

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Ken Lewis	Executive Director	\$42,016.00	100 %	\$42,016.00
Tom Doucette	Assistant Director	\$31,886.00	100 %	\$31,886.00



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

June 6, 2016

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

G&C Approved

6/29/16

Date: _____
Item #: 23

REQUESTED ACTION

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

Summary of contract amounts by Vendor.

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

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

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

Please see attached financial detail.

EXPLANATION

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

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

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

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

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

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

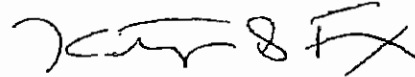
Should Governor and Council determine not to approve this request, 3,300 persons could lose a valuable support they have come to rely on to manage their symptoms of mental illness. Some individuals likely will need a higher level of service including hospitalization.

Area served: Statewide.

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

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

Respectfully submitted



Katja S. Fox
Director



Approved by:
Jeffrey A. Meyers
Commissioner

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00
The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00
Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

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

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

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

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

100% General Funds

Activity Code: 92207011

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

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

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



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

Peer Support Services

RFP Name

RFP-2017-BBH-02-PEERS

RFP Number

Reviewer Names

Bidder Name

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

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

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

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

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI		1.4 Contractor Address 5 Pine Street Extension, Suite 1G Nashua, NH, 03060	
1.5 Contractor Phone Number 603-882-8400	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$764,156
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature <i>Claire Peddle</i>		1.12 Name and Title of Contractor Signatory Claire Peddle; TREASURER	
1.13 Acknowledgement: State of New Hampshire, County of Hillsborough On May 31st 2016, 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] <i>Diane M Cardwell Beland</i>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Diane M Cardwell - Beland</i>			
1.14 State Agency Signature <i>Katya S Fox</i> Date: 6/6/16		1.15 Name and Title of State Agency Signatory <i>Katya S Fox, Director</i>	
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: <i>[Signature]</i> On: <i>Megan A. Vail - Attorney</i> 6/12/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Definitions

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



Exhibit A

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

3. Scope of Services

3.1. Peer Support Services

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



Exhibit A

- 3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.
- 3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.
- 3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:
 - a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
 - b. Fosters self-advocacy skills, autonomy, and independence;
 - c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
 - d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
 - e. Encourages informed decision-making about all aspects of people's lives;
 - f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
 - g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.
- 3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness
- 3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.
- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.



Exhibit A

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



Exhibit A

- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
 - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
 - 3.2.1. Use a Contractor owned or leased vehicle.
 - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.2.1. Peer Support Services
 - 3.2.2.2. Wellness and Recovery Activities
 - 3.2.2.3. Annual Conferences
 - 3.2.2.4. Regional Meetings
 - 3.2.2.5. Council Meetings
 - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500
 - 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
 - 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
 - 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.



Exhibit A

- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

3.3. Crisis Respite

- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
 - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
 - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.
 - 3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
 - 3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.



Exhibit A

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 6, and other Regions specific to services identified in Section 3.3.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A Building in compliance with local health, building and fire safety codes,
 - 4.3.2. A Building that is maintained in good repair and be free of hazard,
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
 - 4.3.3.2. At least one telephone for incoming and outgoing calls,
 - 4.3.3.3. A functioning septic or other sewage disposal system, and
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
 - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

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

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

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;



Exhibit A

- 6.1.3. Has at a minimum the following qualification:
- 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
- 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;



Exhibit A

- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 6.8.3. The description of time frames necessary for obtaining staff replacements;
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,
 - 7.2.6. Harassment, discrimination, and diversity,
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
 - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions
 - 7.3.2. Staffing pattern
 - 7.3.3. Conditions of employment
 - 7.3.4. Grievance procedures
 - 7.3.5. Performance reviews
 - 7.3.6. Individual staff development plans
 - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment



Exhibit A

7.3.7.5. References

- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.



Exhibit A

- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
- 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
- 7.12.1. Staff Development;
 - 7.12.2. Supervision;
 - 7.12.3. Performance Appraisals;
 - 7.12.4. Employment Practices
 - 7.12.5. Harassment;
 - 7.12.6. Program Development;
 - 7.12.7. Complaints and the Complaint Process; and
 - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.



Exhibit A

7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:

8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency

8.1.2. Having a plan for governance that requires:

8.1.2.1. A Board of Directors who:

- a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
- b. Have the powers usually vested in the board of directors of a non-for-profit corporation
- c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
- d. Establish and maintain the bylaws

8.1.2.2. Bylaws that outline the:

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

8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).

8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).

8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.



Exhibit A

- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - 8.7.3. Internal Control Procedures; and
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings



Exhibit A

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

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
 - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
 - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
 - 10.1.3. Tracking complaints
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
 - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
 - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7



Exhibit A

11. Deliverables

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

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.



Exhibit A

- 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
- 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
 - 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 13.1.2.1. Data
 - 13.1.2.2. Financial records
 - 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 13.2.1. Participate in quality improvement review as in Section 13.1
 - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 13.2.3. Review of personnel files for completeness; and
 - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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6-31-16



Exhibit B

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

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

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

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

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

9.2. Capital Reserve Fund: \$0

9.3. Capital Expenditure: \$0

9.4. Crisis Respite: \$150,000.

9.5. Retirement: \$2,110.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

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

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

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

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

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

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



Exhibit B

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

Exhibit B-1

BUDGET FORM

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

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

Budget Request for: Peer Support Services

(Name of RFP)

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

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	223,662
602	Employee Benefit	33,208
603	Payroll taxes	17,110
	Subtotal	273,981
620	PROFESSIONAL FEES	
624	Accounting	7,316
625	Audit Fees	6,500
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	13,816
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	60,000
642	Mortgage Payments	
643	Heating Costs	
644	Other Utilities	
645	Maintenance and Repairs	
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	60,000
650	CONSUMABLE SUPPLIES	
651	Office	1,000
652	Building/Household	4,035
653	Rehabilitation/Training	
655	Food	3,700
657	Other Consumable Supplies	
	Subtotal	8,735
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	1,500
710	PRINTING	1,250
720	TELEPHONE/COMMUNICATIONS	4,000
730	POSTAGE/SHIPPING	500
	Subtotal	7,250
740	TRANSPORTATION	
741	Board Members	
742	Staff	1,500
743	Members and Participants	6,500
	Subtotal	8,000
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	2,700
763	Comprehensive Property & Liability	5,399
800	OTHER EXPENDITURES	1,197
801	INTEREST EXPENSE	
	Subtotal	9,296
	TOTAL PROGRAM EXPENSES	382,078

Exhibit B-2

BUDGET FORM		
New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI</u>		
Budget Request for: <u>Peer Support Services</u> <small>(Name of RFP)</small>		
Budget Period: <u>7/1/17 through 6/30/18</u>		
Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	223,662
602	Employee Benefit	33,208
603	Payroll taxes	17,110
	Subtotal	273,981
620	PROFESSIONAL FEES	
624	Accounting	7,316
625	Audit Fees	6,500
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	13,816
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	60,000
642	Mortgage Payments	
643	Heating Costs	
644	Other Utilities	
645	Maintenance and Repairs	
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	60,000
650	CONSUMABLE SUPPLIES	
651	Office	1,000
652	Building/Household	4,035
653	Rehabilitation/Training	
655	Food	3,700
657	Other Consumable Supplies	
	Subtotal	8,735
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	1,500
710	PRINTING	1,250
720	TELEPHONE/COMMUNICATIONS	4,000
730	POSTAGE/SHIPPING	500
	Subtotal	7,250
740	TRANSPORTATION	
741	Board Members	
742	Staff	1,500
743	Members and Participants	6,500
	Subtotal	8,000
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	2,700
763	Comprehensive Property & Liability	5,399
800	OTHER EXPENDITURES	1,197
801	INTEREST EXPENSE	
	Subtotal	9,296
TOTAL PROGRAM EXPENSES		382,078



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;

New Hampshire Department of Health and Human Services
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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



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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES 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:

May 31st 2016
Date

Claire Peddle; Treasurer
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

May 31st 2016
Date

Claire Peddle; Treasurer
Name:
Title:



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order 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 (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

May 31st 2016
Date

Claire Peddle; Treasurer
Name:
Title:



**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

CP

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:

May 31st 2016
Date

Claire Peddle; Treasurer
Name:
Title:

Exhibit G

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

Contractor Initials

CP



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:

May 31st 2016
Date

Chaire Peddle; Treasurer
Name:
Title:



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.

CP

5-31-16



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

CP



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/6/16
Date

H.E.A.R.T.S. PSA
Name of the Contractor

Claire Peddle
Signature of Authorized Representative

Claire Peddle
Name of Authorized Representative

Treasurer
Title of Authorized Representative

MAY 31st 2016
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:

May 31 2016
Date

Claire Peddle; Treasurer
Name:
Title:

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 031182255/6KED9 (SAMS)
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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: _____



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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Consumer Advisory Board, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 328 Union Avenue Laconia, NH 03247.

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

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

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

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

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

1. Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read:
05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$1,018,137.
4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
7. Delete Exhibit B, Paragraph 9, and replace with:
 9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:
 - 9.1. Training and Development: \$1,000.
 - 9.2. Capital Reserve Fund: \$0.
 - 9.3. Capital Expenditure: \$0.

New Hampshire Department of Health and Human Services
Peer Support Services



- 9.4. Crisis Respite: \$0.
- 9.5. Retirement: \$2,960.
- 8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 9. Add Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services
Peer Support Services



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

State of New Hampshire
Department of Health and Human Services

5/18/18
Date

Katja S Fox
Name: Katja S Fox
Title: Director

Lakes Region Consumer Advisory Board

5-4-18
Date

Patricia Mahon
Name: Patricia Mahon
Title: Board President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Merrimack on 5-4-2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Sarah L Copp
Signature of Notary Public or Justice of the Peace

Sarah L. Copp/Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: 1/24/2023



New Hampshire Department of Health and Human Services
Peer Support Services



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

OFFICE OF THE ATTORNEY GENERAL

6/7/18
Date

[Signature]
Name: Megan A. Kelly
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

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

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

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

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

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

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

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

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

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

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

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement., and on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Permanent Housing
 - 3.4.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
 - 3.4.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
 - 3.4.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.
- 3.5. Warmline Services
 - 3.5.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
 - 3.5.1.1. Are primarily provided to any individual who lives or works in Regions 3, 4, 6, and 7, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
 - 3.5.1.2. Are provided during the hours the peer support agency is closed.
 - 3.5.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - 3.5.1.4. Assist individuals in addressing a current crisis related to their mental health.
 - 3.5.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
 - 3.5.1.6. Are provided by staff that is trained in providing crisis services.
 - 3.5.1.7. May include outreach calls described in Section 3.2.1.5



Exhibit A Amendment #1

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 3 and 4, and services for consumers statewide.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A building in compliance with local health, building and fire safety codes.
 - 4.3.2. A building that is maintained in good repair and be free of hazard.
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
 - 4.3.3.4.2. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented.

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

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

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors.



Exhibit A Amendment #1

- 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process.
- 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
 - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - 6.1.3.1.3. Each year of experience in the peer support field may be substituted for one year of academic experience.
- 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board.
 - 6.1.4.2. The Department's policies and rules.
 - 6.1.4.3. The Contract terms and conditions.
 - 6.1.4.4. The Quality improvement reviews.
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact to the Department, to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their



Exhibit A Amendment #1

written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:

- 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.
- 6.8.3. The description of time frames necessary for obtaining staff replacements.
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
 - 6.9.1. Inclement weather notifications for programming and transportation services.
 - 6.9.2. Emergency evacuation plans for the Agency.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system.
 - 7.2.2. All Department policies and rules applicable to the peer support.
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures.
 - 7.2.5. PSA grievance procedures.
 - 7.2.6. Harassment, discrimination, and diversity.
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
 - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions.
 - 7.3.2. Staffing pattern.
 - 7.3.3. Conditions of employment.
 - 7.3.4. Grievance procedures.
 - 7.3.5. Performance reviews.



Exhibit A Amendment #1

- 7.3.6. Individual staff development plans.
- 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work.
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 7.3.7.3. Criminal Records Check.
 - 7.3.7.4. Previous employment.
 - 7.3.7.5. References.
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment.
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC).
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test.
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a



Exhibit A Amendment #1

medical evaluation.

- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support.
 - 7.9.2. Warmline.
 - 7.9.3. Facilitating Peer Support Groups.
 - 7.9.4. Sexual Harassment.
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.
 - 7.12.2. Supervision.
 - 7.12.3. Performance Appraisals.
 - 7.12.4. Employment Practices.
 - 7.12.5. Harassment.
 - 7.12.6. Program Development.
 - 7.12.7. Complaints and the Complaint Process.
 - 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.



Exhibit A Amendment #1

- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
 - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
 - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
 - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
 - 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.



Exhibit A Amendment #1

- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources.



Exhibit A Amendment #1

- 8.11.2. Staff Development.
- 8.11.3. Financial Responsibilities.
- 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor shall pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

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

10. Grievance and Appeals

- 10.1. The Contractor shall submit, for Department approval, a grievance and appeals process that includes, but is not limited to:
 - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
 - 10.1.1.1. Consumer name.
 - 10.1.1.2. Date of written grievance.
 - 10.1.1.3. Nature/subject of the grievance.
 - 10.1.1.4. A method to submit an anonymous complaint.
 - 10.1.2. Assisting consumers with the grievance and appeal process including but not limited to filing a complaint.
 - 10.1.3. Tracking complaints.
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee.
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.



Exhibit A Amendment #1

- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7.

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:
 - 11.1.1. The number of members.
 - 11.1.2. The total number of participants.
 - 11.1.3. Program utilization totals and percentages.
 - 11.1.4. Number of telephone contacts.
 - 11.1.5. Description of outreach activities.
 - 11.1.6. Number and description of educational events.
 - 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

- 12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:



Exhibit A Amendment #1

- 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
- 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
- 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
 - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 14.1.2.1. Data.
 - 14.1.2.2. Financial records.
 - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.



Exhibit A Amendment #1

- 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
- 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
- 14.2.4. Review of personnel files for completeness.
- 14.2.5. Review of complaint process.
- 14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 Budget		
New Hampshire Department of Health and Human Services		
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>Lakes Region Consumer Advisory Board</u>		
Budget Request for: <u>Peer Support Services</u> (Name of RFP)		
Budget Period: <u>7/1/18 through 6/30/19</u>		
Line/Item/Budget Reference/Number	Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	184,589
602	Employee Benefit	41,032
603	Payroll taxes	14,121
	Subtotal	239,742
620	PROFESSIONAL FEES	
624	Accounting	0
625	Audit Fees	8,750
626	Legal Fees	0
627	Other Professional Fees and Consultants	0
	Subtotal	8,750
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	24,000
642	Mortgage Payments	0
643	Heating Costs	6,500
644	Other Utilities	6,847
645	Maintenance and Repairs	2,968
646	Taxes	0
647	Other Occupancy Costs	508
	Subtotal	40,823
650	CONSUMABLE SUPPLIES	
651	Office	2,800
652	Building/Household	3,724
653	Rehabilitation/Training	0
655	Food	2,800
657	Other Consumable Supplies	0
	Subtotal	9,324
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	DEPRECIATION	0
670	EQUIPMENT RENTAL	3,900
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	0
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	11,520
730	POSTAGE/SHIPPING	450
	Subtotal	15,870
740	TRANSPORTATION	
741	Board Members	0
742	Staff	8,700
743	Members and Participants	4,025
	Subtotal	12,725
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	1,685
762	Vehicles	4,055
763	Comprehensive Property & Liability	4,818
800	OTHER EXPENDITURES	587
801	INTEREST EXPENSE	0
	Subtotal	11,145
TOTAL PROGRAM EXPENSES		\$339,379



A. Definitions

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

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

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

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

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5.4.18

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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5.4.18



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



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

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

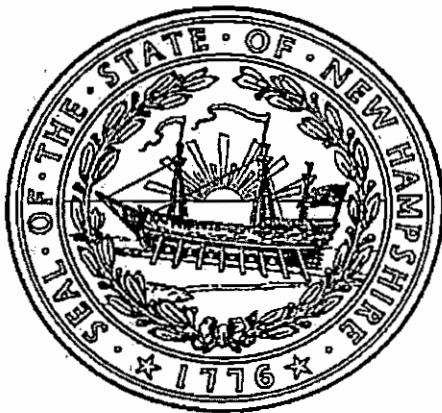
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION CONSUMER ADVISORY BOARD is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 19, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 196694

Certificate Number : 0004089320



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. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Ken Pelletier, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Lakes Region Consumer Advisory Board
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 5/1/2018 :
(Date)

RESOLVED: That the President of the Board
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 4 day of May, 2018.
(Date Contract Signed)

4. Patricia Mahon is the duly elected President of the Board
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

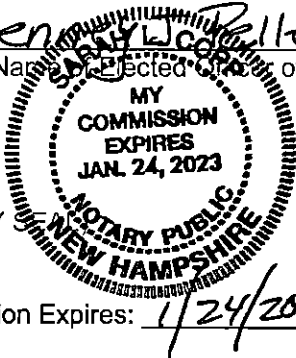
Kenney Pelletier
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 4th day of May, 2018.

By Kenney Pelletier
(Name of Elected Officer of the Agency)



(NOTARY)

Sarah L Corp
(Notary Public/Justice of the Peace)

Commission Expires: 1/24/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Vivian Pinette PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: vpinette@crossagency.com
INSURED Lakes Region Consumer Advisory Board, DBA: Cornerbridge P.O. Box 304 Laconia NH 03247	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058 INSURER B: All Risks, LTD INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 18/19 All lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1790581	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1790586	5/1/2018	5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WWC3342608 State: NH	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers		PHSD1325751	4/1/2018	4/1/2019	Limit w/\$1,000 Deductible \$1,000,000
A	Employee Dishonesty		PHPK1790581	5/1/2018	5/1/2019	Limit w/\$1,000 Deductible \$70,000

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

Confirmation of Coverage.

CERTIFICATE HOLDER

(603) 271-5040 Sandra.lawrence@dhhs.state

NH DHHS
129 Pleasant Street,
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vivian Pinette/DL3

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Lakes Region Consumer Advisory Board

Mission Statement

Lakes Region Consumer Advisory Board is the foundation for US to reach our goals and change our lives by changing the perception we have of ourselves as we relate to the larger community and the perception the larger community has of US.

We are people learning to work strategies of Recovery, Wellness and Empowerment.

Lakes Region Consumer Advisory Board is a Peer Support network enabling US to reach our goals and change our lives by nurturing our personal strengths.

Our vision is to create a culture that promotes personal responsibility for Recovery, Wellness, Empowerment and Advocacy for oneself and others while acknowledging the divine right we have as Human Beings.

Adopted on May 25, 2011

LAKES REGION CONSUMER ADVISORY BOARD
FINANCIAL STATEMENTS
AND SUPPLEMENTAL INFORMATION
Years Ended June 30, 2017 and 2016

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets.	4
Statements of Cash Flows.....	5
Notes to Financial Statements	6 – 11
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION.....	12
Statement of Functional Expenses, Year Ended June 30, 2017 With Comparative Totals for the Year Ended June 30, 2016	13
Statement of Activities By State Approved BMHS Funds, Year Ended June 30, 2017	14

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF

CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Lakes Region Consumer Advisory Board
Laconia, New Hampshire

We have audited the accompanying financial statements Lakes Region Consumer Advisory Board (a New Hampshire nonprofit corporation), which comprise the statements of financial position as of June 30, 2017 and 2016 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Consumer Advisory Board as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis-of-matter Regarding Going Concern

The accompanying financial statements have been prepared assuming that the Organization will continue as a going concern. As discussed in Note 9 to the financial statements, the Organization has used funds that were provided by a state agency for operating expenses which the agency claims is required to be refunded to it upon demand. These conditions raise substantial doubt about its ability to continue as a going concern. Management's plans regarding those matters also are described in Note 9. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to that matter.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
September 19, 2017

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

ASSETS	2017	2016
CURRENT ASSETS		
Cash	\$ 8,477	\$ 3,898
Cash, BMHS refundable	130,901	110,829
Security deposit	2,000	2,000
Prepaid expenses	5,660	6,840
Total Current Assets	<u>147,038</u>	<u>123,567</u>
PROPERTY AND EQUIPMENT, at cost		
Building and land	149,475	146,633
Equipment	53,041	53,041
Furniture and fixtures	12,189	11,184
Total property & equipment	<u>214,705</u>	<u>210,858</u>
Less accumulated depreciation	<u>126,273</u>	<u>117,384</u>
	<u>88,432</u>	<u>93,474</u>
Total Assets	<u>235,470</u>	<u>217,041</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	19,518	19,104
Long-term debt, current portion	-	3,329
Total Current Liabilities	<u>19,518</u>	<u>22,433</u>
LONG-TERM LIABILITIES		
Refundable BMHS advance	130,901	110,829
Security deposit	850	-
Total Long-Term Liabilities	<u>131,751</u>	<u>110,829</u>
NET ASSETS		
Unrestricted	<u>84,201</u>	<u>83,779</u>
Total Liabilities and Net Assets	<u>\$ 235,470</u>	<u>\$ 217,041</u>

See Independent Auditors' Report and Notes to Financial Statements

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 298,529	\$ 328,691
Donations	-	59
Interest income	17	15
Rental Income	7,050	8,400
Total support and revenue	<u>305,596</u>	<u>337,165</u>
 EXPENSES		
Program	285,447	321,163
Management & general	8,154	1,872
Rental unit expense	11,573	8,732
Total expenses	<u>305,174</u>	<u>331,767</u>
 Increase in net assets	422	5,398
 Net assets, beginning of year	<u>83,779</u>	<u>78,381</u>
 Net assets, end of year	<u>\$ 84,201</u>	<u>\$ 83,779</u>

See Independent Auditors' Report and Notes to Financial Statements

**LAKES REGION CONSUMER ADVISORY BOARD
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 422	\$ 5,398
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	8,889	10,269
(Increase) decrease in operating assets		
Accounts receivable	-	4,067
Prepaid expenses	1,180	(184)
Increase (decrease) in operating liabilities		
Accounts payable and accrued expenses	414	8,519
Security deposits	850	-
Refundable BMHS advance	40,097	13,434
BMHS funds transferred to other agency	<u>(20,025)</u>	<u>(25,000)</u>
Net Cash Provided By Operating Activities	<u>31,827</u>	<u>16,503</u>
CASH USED BY INVESTING ACTIVITIES,		
Purchases of property and equipment	<u>(3,847)</u>	<u>-</u>
CASH USED BY FINANCING ACTIVITIES,		
Repayments of long-term notes payable	<u>(3,329)</u>	<u>(9,708)</u>
Net Increase in Unrestricted Cash	24,651	6,795
Unrestricted Cash, Beginning of Year	<u>114,727</u>	<u>107,932</u>
Unrestricted Cash, End of Year	<u><u>\$ 139,378</u></u>	<u><u>\$ 114,727</u></u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid during the year for:

Interest	<u>\$ 32</u>	<u>\$ 351</u>
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See Independent Auditors' Report and Notes to Financial Statements

LAKES REGION CONSUMER ADVISORY BOARD
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 1 NATURE OF ORGANIZATION

Lakes Region Consumer Advisory Board (LRCAB) is a nonprofit organization incorporated under the laws of the State of New Hampshire on October 19, 1993. Its mission is to provide peer support to those who are currently receiving or have received mental health services and to empower them to control their own lives and to influence the resources that affect their lives. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Financial Statement Presentation

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

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. LRCAB had \$84,201 and \$83,779 in unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of LRCAB. LRCAB had no temporarily restricted net assets as of June 30, 2017 and 2016.

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by LRCAB. LRCAB had no permanently restricted net assets as of June 30, 2017 and 2016.

LAKES REGION CONSUMER ADVISORY BOARD
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

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

Support and revenue

Lakes Region Consumer Advisory Board receives support primarily through grants from the Federal Government and the State of New Hampshire.

Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$8,889 and \$10,269 for the years ended June 30, 2017 and 2016, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Building & Improvement	27.5 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

Functional allocation of items

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

Accounts Receivable

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

Advertising costs

The Organization expenses advertising costs as they are incurred. Advertising expense was \$493 and \$20 for the year ended June 30, 2017 and 2016, respectively.

LAKES REGION CONSUMER ADVISORY BOARD
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of estimates

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

Income tax status

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

In-Kind Contributions

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

Donated Materials and Services

It is the intent of LRCAB to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2017 and 2016, there were no donated goods or services.

NOTE 3 ECONOMIC DEPENDENCY

LRCAB currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2017 and 2016, the State grants made up 98% and 97% of LRCAB's total support.

NOTE 4 LEASES

LRCAB leases premises in Concord, New Hampshire. In February 2008, LRCAB's lease expired and they are currently operating on a month to month basis. The current lease payment is \$2,000 per month. Rent expense was \$24,000 for the years ended June 30, 2017 and 2016. There is no future required minimum required rent expense.

LAKES REGION CONSUMER ADVISORY BOARD
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 5 REAL ESTATE RENTAL

An apartment in the building owned by LRCAB was rented to a tenant unassociated with the Organization's mission. Beginning October 2013 a tenant rented the apartment on a month to month basis. The monthly rent was \$700. Total rental income was \$8,400 for the year ended June 30, 2016.

The organization continued to operate under a month-to-month basis until October 2016. In February LRCAB entered a one-year lease with tenants. Monthly rent was \$850. Total rental income was \$7,050 for the year ended June 30, 2017. There is no future minimum rental income.

NOTE 6 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30:	<u>2017</u>	<u>2016</u>
Mortgage payable to a bank in monthly installments of \$838 including principal and interest beginning June 28, 2004. Mortgage has a variable interest rate. The interest rate was 4.00% at June 30, 2016. The note is secured by a mortgage on real estate and Matures in October 2016.	\$ -	\$ 3,329
Less current portion		<u>-</u>
<u>-</u>	<u>\$ -</u>	<u>\$ -</u>

NOTE 7 LINE OF CREDIT

LRCAB has a \$10,000 line of credit with Laconia Savings Bank. The interest rates as of June 30, 2017 and 2016 were 6.25% and 5.50%, respectively. Interest payments are required monthly. The line of credit expires December 2020. There was no principal balance as of June 30, 2017 and 2016, respectively.

NOTE 8 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses LRCAB for the expenses. Eligible employees do not make salary reduction contributions. The Organization made \$2,590 and \$1,978 in retirement contributions for the years ended June 30, 2017 and 2016, respectfully.

LAKES REGION CONSUMER ADVISORY BOARD
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 9 CONTINGENCIES

REFUNDABLE BMHS ADVANCE LIABILITY

Under the terms of the service agreement with the Bureau of Behavioral Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, LRCAB is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$130,901 and \$110,829 for the years ended June 30, 2017 and 2016, respectively.

GOING CONCERN

The funds required to be set aside are made up of cash and fixed assets. As of June 30, 2017 and 2016 LRCAB's current liabilities and refundable advance exceeded current assets.

As of June 30 the requirements were as follows:

	<u>2017</u>	<u>2016</u>
Current assets	\$147,038	\$123,597
Current liabilities	19,518	22,433
Security deposit	850	-
Refundable BMHS Advance	<u>130,901</u>	<u>110,829</u>
Subtotal	<u>151,269</u>	<u>133,262</u>
Total deficit	<u>\$ (4,231)</u>	<u>\$ (9,695)</u>

Because the cause of the deficiency is an ongoing condition mandated by the Organization's primary funding source there is a likelihood that the deficiency may grow in future years. This creates an uncertainty about the Organization's ability to continue as a going concern.

Management of the Organization has obtained a separate funding source to fund expenses that are not covered by the BMHS service agreement. The Organization has obtained a tenant for its rental space which will mitigate future deficits. The ability of the Organization to continue as a going concern is dependent upon the revenue earned from the rental property.

The financial statements do not include any adjustments that might be necessary if the Organization is unable to continue as a going concern.

LAKES REGION CONSUMER ADVISORY BOARD
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 10 SUBSEQUENT EVENT

Management has evaluated subsequent events through September 19, 2017, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 11 TAX EXEMPT STATUS

LRCAB is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The Organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

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

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees
Lakes Region Consumer Advisory Board
Laconia, New Hampshire

Our report on our audit of the basic financial statements of Lakes Region Consumer Advisory Board as of and for the year ended June 30, 2017 and 2016 our report dated September 19, 2017, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
September 19, 2017

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED JUNE 30, 2016

	<u>Program Services</u>	<u>Management & General</u>	<u>Rental Unit Costs</u>	<u>Total 2017</u>	<u>2016</u>
Wages	158,329	\$ -	\$ -	158,329	\$ 184,446
Employee benefits	17,367	-	-	17,367	21,976
Rent	24,000	-	-	24,000	24,000
Payroll taxes	12,080	-	-	12,080	13,858
Supplies	6,214	-	-	6,214	4,119
Telephone	8,167	-	3,021	11,188	9,680
Utilities	9,726	-	-	9,726	8,634
Workers compensation	5,747	-	2,125	7,872	9,029
Insurance	6,775	-	3,188	9,963	9,801
Repairs and maintenance	4,326	-	395	4,721	2,330
Interest expense	-	32	-	32	351
Food	3,542	-	-	3,542	2,489
Audit fees	-	7,500	-	7,500	8,229
Other expenses	777	-	-	777	746
Travel	7,693	-	-	7,693	7,655
Training	11,013	-	-	11,013	8,958
Depreciation	5,423	622	2,844	8,889	10,269
Equipment rental & maintenance	385	-	-	385	385
Vehicle expense	2,610	-	-	2,610	4,094
Postage	266	-	-	266	233
Bank fees	100	-	-	100	100
Advertising	493	-	-	493	20
Licenses & permits	60	-	-	60	245
Subscriptions & publications	354	-	-	354	120
	<u>\$ 285,447</u>	<u>\$ 8,154</u>	<u>\$ 11,573</u>	<u>\$ 305,174</u>	<u>\$ 331,767</u>

See Independent Auditors' Report and Notes to Financial Statements

LAKES REGION CONSUMER ADVISORY BOARD
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2017

	State Approved BMHS Funds	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year, less surplus of \$47,042	\$ 291,584	\$ -	\$ 291,584
Grant income, prior year release	6,945	-	6,945
Interest income	17	-	17
Rental Income	-	7,050	7,050
Total support and revenue	<u>298,546</u>	<u>7,050</u>	<u>305,596</u>
EXPENSES			
Wages	158,329	-	158,329
Employee benefits	17,367	-	17,367
Rent	24,000	-	24,000
Payroll taxes	12,080	-	12,080
Supplies	6,214	-	6,214
Telephone	11,188	-	11,188
Utilities	9,726	-	9,726
Workers compensation	7,872	-	7,872
Insurance	9,963	-	9,963
Repairs and maintenance	4,326	395	4,721
Interest expense	-	32	32
Food	3,542	-	3,542
Audit fees	7,500	-	7,500
Other expenses	777	-	777
Travel	7,693	-	7,693
Training	11,013	-	11,013
Depreciation	-	8,889	8,889
Equipment rental & maintenance	385	-	385
Vehicle expense	2,610	-	2,610
Postage	266	-	266
Bank fees	100	-	100
Advertising	493	-	493
Licenses & permits	60	-	60
Subscriptions & publications	354	-	354
Total expenses	<u>295,858</u>	<u>9,316</u>	<u>305,174</u>
Net Increase (Decrease) in Net Assets	2,688	(2,266)	422
BBH funds allowed for debt reduction	(2,688)	2,688	-
Net assets, beginning of year	<u>-</u>	<u>83,779</u>	<u>83,779</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 84,201</u>	<u>\$ 84,201</u>

See Independent Auditors' Report and Notes to Financial Statements

**Lakes Region Consumer Advisory Board
DBA CornerBridge**

**Board of Directors
April 25, 2018**

**PRESIDENT
Trish Mahon**

Chris Cheney-Rolfe

**EXECUTIVE DIRECTOR
Patt Fancy
Lakes Region Consumer Advisory Board
DBA CornerBridge**

**VICE PRESIDENT
Norman Chagnon**

David Plummer

**PROGRAM DIRECTOR
Colleen Allard
CornerBridge**

**SECRETARY
Becky Zinck**

Jim Dufour

**PROGRAM DIRECTOR
Donna Mailhot-Dornhofer
Concord Peer Support**

**TREASURER
Ken Pelletier**

Steve Farr

**OUTREACH
Cindy Robinson
CornerBridge~Pemi Valley Outreach**

ACCOMPLISHMENTS

- Competent using software including: Windows, Microsoft Word, and PowerPoint
- Effective management, technical, and supervisory skills
- Use clear, concise communication skills in conjunction with organization skills to perform daily duties
- Work well as a team member as well as independently
- Meet and exceed all performance goals to date
- Creation of agency face book pages

EXPERIENCE

Executive Director

10/2014-present

Lakes Region Consumer Advisory Board~ Laconia, NH

Developed effective internal controls and always operated within budget, effective in stressful situations, ability to assess organizational needs and implement administrative procedures

- Leadership and vision for Lakes Region Consumer Advisory Board
- Financial and fiduciary responsibilities
- Prepare and complete contracts and RFP for the State of New Hampshire
- Provide guidance to team members
- Build strong relationships with area agencies
- Responsible for a staff of 17+
- Administration

Program Director

12/2011-10/2014

Lakes Region Consumer Advisory Board- Concord Peer Support~ Concord, NH

Effective in stressful situations, detail-minded with a good eye for balance and organization, comprehensive knowledge and experience in group facilitation, computer literate, proficient in Microsoft office.

- Management
- Facilitate wellness and recovery based groups
- Created monthly newsletters and calendars
- Responsible in completing quarterly statistics for the State of New Hampshire
- Supervised staff of 4

Direct Support Associate

3/2006-4/2011

Easter Seals of New Hampshire~ Manchester, NH

Worked directly with adults with development and mental disabilities

- Ensured safe practice of medication administration
- Provided safe and comfortable environment for individuals
- Integrated individuals into their home community

Personal Care Associate**8/2005-2/2006**

Pine Rock Manor~ Warner, NH

Worked closely with patients with Alzheimer and dementia

- Provided all forms of ADL
- Worked closely with nursing staff
- Assisted management when needed
- Ensured patients were safe, comfortable and happy
- Ensured clean and healthy environment exceeding standards

Photo Lab Manager**1/2000-8/2005**

Qualex- Kodak~ Boston, MA

Knowledgeable in machinery needed for printing and developing

- Responsible for hiring, training, and supervision of associates
- Provided exceptional customer service
- Managed and maintained appropriate inventory
- Controlling payroll
- Addressing conflicts as they arrive
- Meeting all financials needs

EDUCATION

Merrimack Valley High School~ Penacook, NH

1993

Ultimate Medical Academy~ Tampa, FL

Anticipated completion date 5/1019

Associates of Science in Health and Human Services ~ current GPA 4.0

AFFILIATIONS

- NAMI NH
- Riverbend Integrated Community Health~ Riverbend Mental Health
- Regional Quality Team~ Genesis Behavioral Community Health
- Member of the National Organization of Human Services

TRAININGS

- Intention Peer Support certified
- WHAM certified
- WRAP certified
- WRAP facilitator
- NAMI IOOV presenter
- Georgia Model Peer Specialist

Lakes Region Consumer Advisory Board

Key Personnel- FY 19

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patricia Fancy	Executive Director	\$42,000	100%	\$42,000



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

June 6, 2016

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

G&C Approved

6/29/16

Date: _____
Item #: 23

REQUESTED ACTION

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

Summary of contract amounts by Vendor.

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

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

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

Please see attached financial detail.

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide.

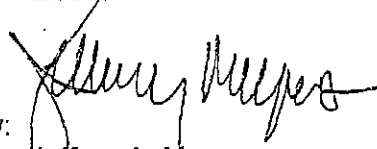
Source of funds: ^{44.55}~~46.55~~% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

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

Respectfully submitted



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00
The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00
Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

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

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

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

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES			
100% General Funds			
Activity Code: 92207011			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 233,122.00
2018	Contracts for Prog Svs	102-500731	\$ 233,122.00
Subtotal			\$ 466,244.00

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

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



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

Peer Support Services

RFP Name

RFP-2017-BBH-02-PEERS

RFP Number

Reviewer Names

Bidder Name

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

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

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

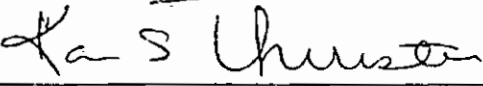

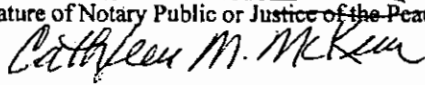
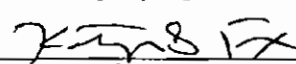
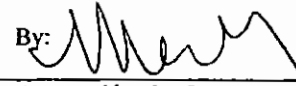
Subject: Peer Support Services (SS-2017-BBH-02-PEERS-03)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Consumer Advisory Board		1.4 Contractor Address 328 Union Avenue Laconia, NH 03247	
1.5 Contractor Phone Number 603-524-0801	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$678,758
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Karen S. Thurston, Secretary of the Board	
1.13 Acknowledgement: State of New Hampshire, County of Belknap On <u>5/31/2016</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 <u>she</u> executed this document in the capacity indicated in block 1.12.  NOTARY PUBLIC - NEW HAMPSHIRE My Commission Expires August 5, 2020			
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			
1.14 State Agency Signature  Date: <u>6/6/16</u>		1.15 Name and Title of State Agency Signatory <u>Katja S. Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/12/14</u> <u>Megan A. Gault - Attorney</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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

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

2. Definitions

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



Exhibit A

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



Exhibit A

3. Scope of Services

3.1. Peer Support Services

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

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

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

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

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

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

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



Exhibit A

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



Exhibit A

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



Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
 - 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
 - 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
 - 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.
- 3.3. Permanent Housing
- 3.3.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
 - 3.3.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
 - 3.3.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.
- 3.4. Warmline Services
- 3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
 - 3.4.1.1. Are primarily provided to any individual who lives or works in Region(s) 3, 4, 6 and 7, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
 - 3.4.1.2. Are provided during the hours the peer support agency is closed.
 - 3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - 3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.
 - 3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
 - 3.4.1.6. Are provided by staff that are trained in providing crisis services.
 - 3.4.1.7. May include outreach calls described in Section 3.2.1.5



Exhibit A

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Regions 3 and 4, and other Regions specific to services identified in Section 3.3 and 3.4.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A Building in compliance with local health, building and fire safety codes,
 - 4.3.2. A Building that is maintained in good repair and be free of hazard,
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
 - 4.3.3.2. At least one telephone for incoming and outgoing calls,
 - 4.3.3.3. A functioning septic or other sewage disposal system, and
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
 - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

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

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

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;



Exhibit A

- 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
- 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;



Exhibit A

- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 6.8.3. The description of time frames necessary for obtaining staff replacements;
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,
 - 7.2.6. Harassment, discrimination, and diversity,
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
 - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions
 - 7.3.2. Staffing pattern
 - 7.3.3. Conditions of employment
 - 7.3.4. Grievance procedures
 - 7.3.5. Performance reviews
 - 7.3.6. Individual staff development plans
 - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References



Exhibit A

- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.



Exhibit A

- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development;
 - 7.12.2. Supervision;
 - 7.12.3. Performance Appraisals;
 - 7.12.4. Employment Practices
 - 7.12.5. Harassment;
 - 7.12.6. Program Development;
 - 7.12.7. Complaints and the Complaint Process; and
 - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.



Exhibit A

- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 8.1.2. Having a plan for governance that requires:
 - 8.1.2.1. A Board of Directors who:
 - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
 - d. Establish and maintain the bylaws
 - 8.1.2.2. Bylaws that outline the:
 - a. Responsibilities and powers of the Board of Directors,
 - b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
 - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
 - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.



Exhibit A

- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - 8.7.3. Internal Control Procedures; and
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.



Exhibit A

- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
 - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
 - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
 - 10.1.3. Tracking complaints
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
 - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
 - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

11. Deliverables



Exhibit A

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

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.



Exhibit A

- 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
- 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
 - 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 13.1.2.1. Data
 - 13.1.2.2. Financial records
 - 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 13.2.1. Participate in quality improvement review as in Section 13.1
 - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 13.2.3. Review of personnel files for completeness; and
 - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

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

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

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

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

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

9.2. Capital Reserve Fund: \$0.

9.3. Capital Expenditure: \$0.

9.4. Crisis Respite: \$0.

9.5. Retirement: \$2,758.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

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

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

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

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

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

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



Exhibit B

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

Exhibit B-1

BUDGET FORM

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

Bidder Name: Lakes Region Consumer Advisory Board

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

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

Line Item Number	Description	Amount
600 PERSONNEL COSTS		
601 Salary & Wages		185,390
602 Employee Benefit		41,043
603 Payroll taxes		14,182
Subtotal		240,615
620 PROFESSIONAL FEES		
624 Accounting		
625 Audit Fees		8,750
626 Legal Fees		
627 Other Professional Fees and Consultants		
Subtotal		8,750
630 STAFF DEVELOPMENT AND TRAINING		
631 Publications and Journals		
632 In-Service Training		1,000
633 Conferences and Conventions		
634 Other Staff Development		
Subtotal		0
640 OCCUPANCY COSTS		
641 Rent		24,000
642 Mortgage Payments		7,831
643 Heating Costs		6,500
644 Other Utilities		6,875
645 Maintenance and Repairs		1,500
646 Taxes		0
647 Other Occupancy Costs		508
Subtotal		47,214
650 CONSUMABLE SUPPLIES		
651 Office		1,494
652 Building/Household		2,833
653 Rehabilitation/Training		0
655 Food		2,800
657 Other Consumable Supplies		0
Subtotal		8,128
Other Expenses		
660 CAPITAL EXPENDITURES		
665 DEPRECIATION		
670 EQUIPMENT RENTAL		386
680 EQUIPMENT MAINTENANCE		
700 ADVERTISING		0
710 PRINTING		0
720 TELEPHONE/COMMUNICATIONS		8,468
730 POSTAGE/SHIPPING		468
Subtotal		9,322
740 TRANSPORTATION		
741 Board Members		0
742 Staff		9,000
743 Members and Participants		4,744
Subtotal		13,744
750 Assistance to Individuals		
751 Client Services		
752 Clothing		
Subtotal		0
760 INSURANCE		
762 Vehicles		4,055
763 Comprehensive Property & Liability		6,403
800 OTHER EXPENDITURES		1,147
801 INTEREST EXPENSE		
Subtotal		11,605
TOTAL PROGRAM EXPENSES		339,379

Exhibit B-2

BUDGET FORM

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

Bidder Name: Lakes Region Consumer Advisory Board

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

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

Line Item	Description	Amount
800 PERSONNEL COSTS		
601	Salary & Wages	185,390
602	Employee Benefit	41,043
603	Payroll taxes	14,182
	Subtotal	240,615
620 PROFESSIONAL FEES		
624	Accounting	
625	Audit Fees	8,750
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	8,750
630 STAFF DEVELOPMENT AND TRAINING		
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	0
640 OCCUPANCY COSTS		
641	Rent	24,000
642	Mortgage Payments	7,831
643	Heating Costs	6,500
644	Other Utilities	6,875
645	Maintenance and Repairs	1,500
646	Taxes	0
647	Other Occupancy Costs	508
	Subtotal	47,214
650 CONSUMABLE SUPPLIES		
651	Office	1,494
652	Building/Household	2,833
653	Rehabilitation/Training	0
655	Food	2,800
657	Other Consumable Supplies	0
	Subtotal	8,128
Other Expenses		
660 CAPITAL EXPENDITURES		
665	DEPRECIATION	
670	EQUIPMENT RENTAL	386
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	0
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	8,468
730	POSTAGE/SHIPPING	468
	Subtotal	9,322
740 TRANSPORTATION		
741	Board Members	0
742	Staff	9,000
743	Members and Participants	4,744
	Subtotal	13,744
750 Assistance to Individuals		
751	Client Services	
752	Clothing	
	Subtotal	0
760 INSURANCE		
762	Vehicles	4,055
763	Comprehensive Property & Liability	6,403
800 OTHER EXPENDITURES		
801	INTEREST EXPENSE	1,147
	Subtotal	11,605
TOTAL PROGRAM EXPENSES		339,379



SPECIAL PROVISIONS

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

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



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

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

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



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

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



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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis

New Hampshire Department of Health and Human Services
Exhibit C



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

ComerBridge	Concord Peer Support
328 Union Avenue	55 School Street
Laconia, NH 03247	Concord, NH 03301

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2016
Date

Karen S. Thurston
Name: Karen S. Thurston
Title: Secretary of the Board



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2016
Date

Karen S. Thurston
Name: Karen S. Thurston
Title: Secretary of the Board



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

5/31/2016
Date

Karen S. Thurston
Name: Karen S. Thurston
Title: Secretary of the Board



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

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

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

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

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

Exhibit G

Contractor Initials KST

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: Lakes Region Consumer Advisory Board

5/31/2016
Date

Karen S. Thurston
Name: Karen S. Thurston
Title: Secretary of the Board

Exhibit G

Contractor Initials KST

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

Date 5/31/2016



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2016
Date

Karen S. Thurston
Name: Karen S. Thurston
Title: Secretary of the Board



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

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

(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 & Human Services
The State

Katja S. Fox
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/16/16
Date

Lakes Region Consumer Advisory Board

Name of the Contractor

Karen S. Thurston
Signature of Authorized Representative

Karen S. Thurston
Name of Authorized Representative

Secretary of the Board
Title of Authorized Representative

5/31/2016
Date



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

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

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

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

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

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

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

Contractor Name: Lakes Region Consumer Advisory Board

5/31/2016
Date

Karen S. Thurston
Name: Karen S. Thurston
Title: Secretary of the Board

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: 02-0449867
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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?

X 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: _____



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

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

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Area Peer Support Agency, (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 64 Beaver Street P.O. Box 258 Keene, NH 03431.

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

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

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

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

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

1. Form P-37, General Provisions, Block 1.4, Contractor Address, to read:
64 Beaver Street P.O. Box 258 Keene, NH 03431.
2. Form P-37 General Provisions, Block 1.6, Account Numbers, to read:
05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
3. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
4. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$792,342.
5. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
6. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
7. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
9. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Peer Support Services

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

State of New Hampshire
Department of Health and Human Services

5/18/18
Date

Katrina S Fox
Name: Katrina S Fox
Title: Director

Monadnock Area Peer Support Agency

5/7/18
Date

[Signature]
Name:
Title: Board President

Acknowledgement of Contractor's signature:

State of NH, County of Cheshire on 7 May 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Marie Bennett
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4-19-22



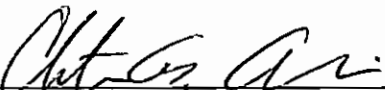
New Hampshire Department of Health and Human Services
Peer Support Services



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

OFFICE OF THE ATTORNEY GENERAL

6/5/2018
Date


Name: Christopher G. Astin
Title: Senior Assistant 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:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

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

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

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

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

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

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

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

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

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

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

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

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



Exhibit A Amendment #1

- 3.4.1.10. Support the individual in returning to participation in community activities, services and supports.
 - 3.4.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
 - 3.4.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.
- 3.5. Permanent Housing
- 3.5.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.
 - 3.5.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.
 - 3.5.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 5, and services for consumers statewide.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A building in compliance with local health, building and fire safety codes.
 - 4.3.2. A building that is maintained in good repair and be free of hazard.
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.



Exhibit A Amendment #1

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

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

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

6. Staffing Requirements for a Peer Support Agency

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



Exhibit A Amendment #1

Agreement.

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

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:



Exhibit A Amendment #1

- 7.2.1. The statewide peer support system.
- 7.2.2. All Department policies and rules applicable to the peer support.
- 7.2.3. Protection of member and participant rights.
- 7.2.4. Contractor policies and procedures.
- 7.2.5. PSA grievance procedures.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions.
 - 7.3.2. Staffing pattern.
 - 7.3.3. Conditions of employment.
 - 7.3.4. Grievance procedures.
 - 7.3.5. Performance reviews.
 - 7.3.6. Individual staff development plans.
 - 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work.
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 7.3.7.3. Criminal Records Check.
 - 7.3.7.4. Previous employment.
 - 7.3.7.5. References.
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment.
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing,



Exhibit A Amendment #1

- shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC).
- 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test.
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
 - 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
 - 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
 - 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
 - 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support.
 - 7.9.2. Warmline.
 - 7.9.3. Facilitating Peer Support Groups.
 - 7.9.4. Sexual Harassment.
 - 7.9.5. Member Rights.



Exhibit A Amendment #1

- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.
 - 7.12.2. Supervision.
 - 7.12.3. Performance Appraisals.
 - 7.12.4. Employment Practices.
 - 7.12.5. Harassment.
 - 7.12.6. Program Development.
 - 7.12.7. Complaints and the Complaint Process.
 - 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.



Exhibit A Amendment #1

- 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
- 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
- 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
 - 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.



Exhibit A Amendment #1

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

9. Participation in Statewide/Regional Meetings

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

10. Grievance and Appeals

- 10.1. The Contractor shall submit, for Department approval, a grievance and appeals process that includes, but is not limited to:
 - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.



Exhibit A Amendment #1

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

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:
 - 11.1.1. The number of members.
 - 11.1.2. The total number of participants.
 - 11.1.3. Program utilization totals and percentages.
 - 11.1.4. Number of telephone contacts.
 - 11.1.5. Description of outreach activities.
 - 11.1.6. Number and description of educational events.
 - 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

- 12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.



Exhibit A Amendment #1

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.



Exhibit A Amendment #1

14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
 - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 14.1.2.1. Data.
 - 14.1.2.2. Financial records.
 - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
 - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
 - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 14.2.4. Review of personnel files for completeness.
 - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 Budget		
New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>Monadnock Area Peer Support Agency</u>		
Budget Request for: <u>Peer Support Services</u> (Name of RFP)		
Budget Period: <u>7/1/18 through 6/30/19</u>		
Line/Item/Budget Reference Number	Line/Item/Budget/Description	Total/Amount
600	PERSONNEL COSTS	
601	Salary & Wages	169,367
602	Employee Benefit	23,752
603	Payroll taxes	12,957
	Subtotal	206,076
620	PROFESSIONAL FEES	
624	Accounting	2,800
625	Audit Fees	4,936
626	Legal Fees	0
627	Other Professional Fees and Consultants	0
	Subtotal	7,736
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	8,705
643	Heating Costs	7,000
644	Other Utilities	7,000
645	Maintenance and Repairs	1,500
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	24,205
650	CONSUMABLE SUPPLIES	
651	Office	2,300
652	Building/Household	1,500
653	Rehabilitation/Training	0
655	Food	0
657	Other Consumable Supplies	0
	Subtotal	3,800
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	CAPITAL RESERVE FUND	0
670	EQUIPMENT RENTAL	1,680
680	EQUIPMENT MAINTENANCE	1,000
700	ADVERTISING	0
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	3,840
730	POSTAGE/SHIPPING	1,000
	Subtotal	7,520
740	TRANSPORTATION	
741	Board Members	0
742	Staff	1,000
743	Members and Participants	6,076
	Subtotal	7,076
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	650
762	Vehicles	2,757
763	Comprehensive Property & Liability	3,294
800	OTHER EXPENDITURES	0
801	INTEREST EXPENSE	0
	Subtotal	6,701
	TOTAL PROGRAM EXPENSES	\$264,114

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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5/2/18

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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5/7/18

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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5/7/18

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

DHHS Information Security Requirements



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

DHHS Information Security Requirements



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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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5/7/18

State of New Hampshire

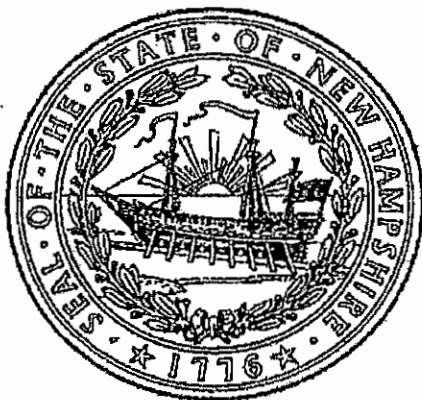
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK AREA PEER SUPPORT AGENCY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 23, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 239259

Certificate Number: 0004092162



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2018.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Natalie Neilson, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Monadnock AREA Peer Support Agency
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 4/19/18:
(Date)

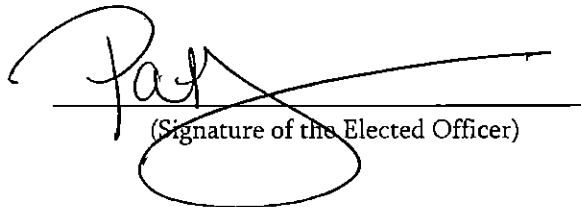
RESOLVED: That the President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 7 day of May, 2018.
(Date Contract Signed)

4. Patricia Mackey is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

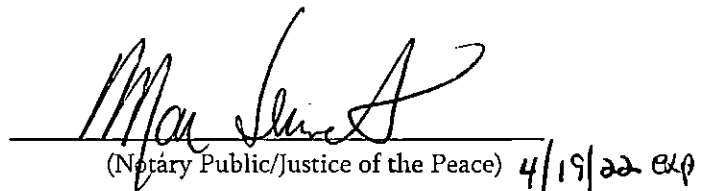

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 7 day of May, 2018.

By Natalie Neilson.
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace) 4/19/22 exp

(NOTARY SEAL)

Commission Expires: 4/19/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2018

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Clark - Mortenson Insurance P.O. Box 606 Keene NH 03431	CONTACT NAME:	
	PHONE (A/C, No, Ext): 603-352-2121	FAX (A/C, No): 603-357-8491
	E-MAIL ADDRESS: csr24@clark-mortenson.com	
INSURED Monadnock Area Peer Support Agency P.O. Box 258 64 Beaver Street Keene NH 03431	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Tudor Insurance Company	
	INSURER B: Progressive Insurance Company	
	INSURER C: Central Insurance Companies	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 535248704

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 <input checked="" type="checkbox"/> 250 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			NPP8361923	1/1/2018	1/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 50,000
							MED EXP (Any one person)	\$ 1,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			058012151	1/3/2018	1/3/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
C	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 <input type="checkbox"/>	N/A	WC8624826	1/1/2018	1/1/2019	WC STATU-TORY LIMITS E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 \$ 100,000 \$ 100,000 \$ 500,000

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

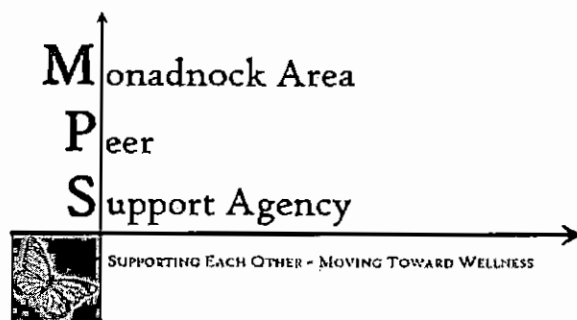
CERTIFICATE HOLDER**CANCELLATION**

State of NH, Dept of Health and Human Ser, Div of Behavioral Hea
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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Mission Statement

As a peer driven organization, it is the mission of Monadnock Peer Support to promote wellness and recovery, as defined by the individual, through intentional peer support, and to provide advocacy, educational, vocational, interpersonal, social, and spiritual opportunities to adults who utilize mental health services to learn wellness strategies, develop mutually beneficial relationships, and to support each other in attaining increased capacities for self-determination, independence, and personal growth.

The community, in conjunction with the Board of Directors, generates all rules, policy and direction with equal consideration given to the input of all members. We emphasize understanding, mutual accountability and respect for diversity in relationships. We offer groups, activities and events in which we learn more about ourselves, and how we interact with others. We utilize shared leadership, skill development, team activities and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

MONADNOCK AREA PEER SUPPORT AGENCY

FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2017 and 2016

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1-2
FINANCIAL STATEMENTS	
Statements of Financial Position	3
Statements of Activities and Changes in Net Assets.	4
Statements of Cash Flows.....	5
Notes to Financial Statements	6 – 11
SUPPLEMENTAL INFORMATION	
Statement of Functional Expenses For the Year Ended June 30, 2017 With Comparative Totals for the Year Ended June 30, 2016.....	12
Statements of Activities and Changes in Net Assets By State Approved BMHS Funds	13

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

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

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Monadnock Area Peer Support Agency
Keene, New Hampshire

We have audited the accompanying financial statements Monadnock Area Peer Support Agency (a New Hampshire nonprofit corporation), which comprises the statement of financial position as of June 30, 2017 and 2016 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Area Peer Support Agency as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional expenses on page 12 and the statement of activities by state approved BMHS Funds on page 13 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
November 29, 2017

MONADNOCK AREA PEER SUPPORT AGENCY
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

ASSETS	2017	2016
CURRENT ASSETS		
Cash	\$ 53,437	\$ 21,937
Cash, BMHS refundable	21,686	14,595
Accounts receivable	8,201	18,999
Prepaid expenses	4,696	2,259
Total Current Assets	<u>88,020</u>	<u>57,790</u>
PROPERTY AND EQUIPMENT, at cost		
Building and improvements	128,510	128,510
Land	22,750	22,750
Equipment and vehicle	37,870	31,870
Total property & equipment	<u>189,130</u>	<u>183,130</u>
Less accumulated depreciation	<u>85,402</u>	<u>77,596</u>
	<u>103,728</u>	<u>105,534</u>
Total Assets	<u>191,748</u>	<u>163,324</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	8,438	2,000
Accrued payroll expenses	8,182	8,756
Accrued expenses	-	1,216
Long-term debt, current portion	7,020	6,711
Total Current Liabilities	<u>23,640</u>	<u>18,683</u>
LONG-TERM LIABILITIES		
Security deposit	900	900
Refundable BMHS advance	21,686	14,595
Long-term debt, net of current portion	33,603	40,626
Total Long-Term Liabilities	<u>56,189</u>	<u>56,121</u>
NET ASSETS		
Unrestricted	<u>111,919</u>	<u>88,520</u>
Total Liabilities and Net Assets	<u>\$ 191,748</u>	<u>\$ 163,324</u>

See Independent Auditors' Report and Notes to Financial Statements

MONADNOCK AREA PEER SUPPORT AGENCY
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2017 and 2016

	<u>2017</u>	<u>2016</u>
REVENUE AND SUPPORT		
State Grant income	\$ 264,123	\$ 228,919
Contributions	15,990	12,288
Interest income	37	27
Rental income	10,200	9,750
Program & other income	4,907	2,728
Total revenue and support	<u>295,257</u>	<u>253,712</u>
EXPENSES		
Program	253,268	219,667
Management & general	16,962	14,260
Fundraising	1,628	672
Total expenses	<u>271,858</u>	<u>234,599</u>
Increase in net assets	23,399	19,113
Net assets, beginning of year	<u>88,520</u>	<u>69,407</u>
Net assets, end of year	<u>\$ 111,919</u>	<u>\$ 88,520</u>

See Independent Auditors' Report and Notes to Financial Statements

**MONADNOCK AREA PEER SUPPORT AGENCY
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016**

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 23,399	\$ 19,113
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation	7,806	7,596
(Increase) decrease in operating assets		
Accounts receivable	10,798	(13,748)
Prepaid expenses	(2,437)	(1,098)
Increase (decrease) in operating liabilities		
Accounts payable	6,438	182
Accrued payroll expenses	(574)	4,413
Accrued expenses	(1,216)	(1,182)
Security deposit	-	900
Deferred revenue, restricted BMHS funds	(2,909)	-
BMHS funds transferred from other agency	10,000	2,552
Net Cash Provided By Operating Activities	<u>51,305</u>	<u>18,728</u>
CASH USED BY INVESTING ACTIVITIES,		
Purchases of property and equipment	<u>(6,000)</u>	<u>-</u>
CASH USED BY FINANCING ACTIVITIES,		
Repayments of long-term notes payable	<u>(6,714)</u>	<u>(6,414)</u>
Net Increase in Unrestricted Cash	38,591	12,314
Unrestricted Cash, Beginning of Year	<u>36,532</u>	<u>24,218</u>
Unrestricted Cash, End of Year	<u>\$ 75,123</u>	<u>\$ 36,532</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash paid during the year for:

Interest	<u>\$ 1,991</u>	<u>\$ 2,291</u>
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See Independent Auditors' Report and Notes to Financial Statements

MONADNOCK AREA PEER SUPPORT AGENCY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 1 NATURE OF ORGANIZATION

Monadnock Area Peer Support Agency (MAPSA) is a nonprofit organization incorporated, that promotes peer support through educations, vocational, interpersonal, social and spiritual opportunities for consumers of mental health services and by facilitating recovery through peer support, empowerment and personal growth. The organization operates in Keene, New Hampshire.

The revenue of the Organization is derived primarily from a contract with the State of New Hampshire Department of Health and Human Services.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

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

Basis of Accounting

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

Basis of Presentation

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

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. MAPSA had \$111,919 and \$88,520 in unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor imposed restrictions will be met either by the passage of time or the actions of MAPSA. MAPSA had no temporarily net assets as of June 30, 2017 and 2016.

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the organization. MAPSA had no permanently restricted net assets as of June 30, 2017 and 2016.

MONADNOCK AREA PEER SUPPORT AGENCY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of the Statements of Cash Flows, the Organization considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of June 30, 2017 and 2016.

Support and revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Leasehold improvements	10
Equipment	5
Vehicle	5

Depreciation expense was \$7,806 and \$7,596 for the years ended June 30, 2017 and 2016, respectively.

Function Allocation of items

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

Advertising

The Organization expenses advertising costs as incurred. MAPSA had advertising costs of \$1,628 and \$672 as of June 30, 2017 and 2016, respectively.

MONADNOCK AREA PEER SUPPORT AGENCY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of estimates

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

Income taxes

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

In-Kind Contributions

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

Donated Materials and Services

It is the intent of MAPSA to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2017 and 2016, there were no donated goods or services.

NOTE 3 SUBSEQUENT EVENT

Management has evaluated subsequent events through November 29, 2017, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

NOTE 4 REVIEW BY OUTSIDE AGENCIES

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

MONADNOCK AREA PEER SUPPORT AGENCY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 5 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses MAPSA for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$1,000 and \$1,000 for the years ended June 30, 2017 and 2016, respectively.

NOTE 6 REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, MAPSA is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$21,686 and \$14,595 for the years ended June 30, 2017 and 2016, respectively.

NOTE 7 TAX EXEMPT STATUS

MAPSA is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

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

NOTE 8 COMPENSATED ABSENCES

Employees of the Organization are entitled to paid time off depending on job classification, length of services and other factors. The statement of financial position reflects accrued time earned, but unpaid as of June 30, 2017 and 2016 in the amounts of \$1,299 and \$0, respectively.

MONADNOCK AREA PEER SUPPORT AGENCY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 9 FAIR VALUE MEASUREMENTS

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

		Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2017</u>	<u>Fair Value</u>		
Accounts Receivable	<u>\$ 8,201</u>	<u>\$ -</u>	<u>\$ 8,201</u>
<u>2016</u>			
Accounts Receivable	<u>\$ 18,999</u>	<u>\$ -</u>	<u>\$ 18,999</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts receivable are estimated at the present value of expected future cash flows.

NOTE 10 CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances in several accounts at a local bank. These accounts are insured by the Federal Deposit Insurance Corporation up to \$250,000. At June 30, 2017 and 2016 the Organization had no uninsured cash balances.

The Organization earned a substantial portion of its revenue from the State of New Hampshire. The State of New Hampshire contract accounted for approximately 89% and 90% of total revenue in the years ended June 30, 2017 and 2016, respectively.

NOTE 11 REAL ESTATE RENTAL

An apartment in the building owned by MAPSA was rented to a tenant unassociated with the Organization's mission. The lease is for the period August 2015 to July 2016 and then automatically renewed for one year, expiring July 2017. Monthly rent for this lease was \$850 per month.

The Organization also derives revenue from renting a portion of its building under short term rental arrangements.

Total rental income related was \$10,200 and \$9,750 for the years ended June 30, 2017 and 2016, respectively.

MONADNOCK AREA PEER SUPPORT AGENCY
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 12 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30:	<u>2017</u>	<u>2016</u>
Mortgage payable to a bank in monthly installments of \$725 including principal and interest beginning December 1999. The interest is 4.50%. The note is secured by a mortgage on real estate and Matures September 2022.	\$ 40,623	\$ 47,337
Less current portion		<u>7,020</u>
<u>6,711</u>	<u>\$ 33,603</u>	<u>\$ 40,626</u>

The maturities on long-term debt as of June 30 are as follows:

2018	\$ 7,020
2019	7,342
2020	7,679
2021	8,030
2022	8,400
Thereafter	<u>2,152</u>
	<u>\$40,623</u>

MONADNOCK AREA PEER SUPPORT AGENCY
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017 WITH
COMPARATIVE TOTALS FOR THE YEAR ENDED JUNE 30, 2016

	Program Services	Management & General	Fundraising	Total 2017	Total 2016
Wages	\$ 142,375	\$ -	\$ -	\$ 142,375	\$ 126,348
Employee benefits	21,810	-	-	21,810	25,695
Payroll taxes	10,787	-	-	10,787	9,873
Supplies and office expense	4,963	551	-	5,514	5,439
Telephone	3,416	380	-	3,795	3,230
Utilities	9,318	1,035	-	10,353	9,740
Insurance	6,993	777	-	7,770	6,075
Repairs and maintenance	4,481	498	-	4,979	4,634
Interest expense	1,792	199	-	1,991	2,291
Food	2,275	-	-	2,275	1,510
Professional fees	-	12,409	-	12,409	9,721
Other expenses	1,585	-	-	1,585	199
Board development	4,653	517	-	5,170	-
Travel	783	-	-	783	1,326
Training	15,271	-	-	15,271	7,506
Depreciation	7,806	-	-	7,806	7,596
Property taxes	853	95	-	948	1,257
Equipment rental	2,934	326	-	3,260	2,533
Vehicle expense	9,600	-	-	9,600	7,607
Postage	1,046	116	-	1,162	1,047
Advertising	-	-	1,628	1,628	672
Printing and reproduction	528	59	-	587	300
	<u>\$ 253,268</u>	<u>\$ 16,962</u>	<u>\$ 1,628</u>	<u>\$ 271,858</u>	<u>\$ 234,599</u>

See Independent Auditors' Report and Notes to Financial Statements

MONADNOCK AREA PEER SUPPORT AGENCY
STATEMENT OF ACTIVITIES
BY STATE APPROVED BMHS FUNDS
FOR THE YEAR ENDED JUNE 30, 2017

	State Approved BMHS Funds	State Approved Respite Funds	Non-BMHS Funds	Total
REVENUE AND SUPPORT				
Grant income, current year, less surplus of \$11,330	\$ 191,398	\$ 61,387	\$ -	\$ 252,785
Grant income, prior year release	11,338	-	-	11,338
Contributions	-	-	15,990	15,990
Interest income	-	-	37	37
Rental income	-	-	10,200	10,200
Program & other income	-	-	4,907	4,907
Total support and revenue	<u>202,736</u>	<u>61,387</u>	<u>31,134</u>	<u>295,257</u>
EXPENSES				
Wages	105,821	36,554	-	142,375
Employee benefits	19,751	2,059	-	21,810
Payroll taxes	8,035	2,752	-	10,787
Supplies and office expense	3,522	1,949	43	5,514
Telephone	2,554	1,241	-	3,795
Utilities	4,837	4,291	1,225	10,353
Insurance	6,205	1,565	-	7,770
Repairs and maintenance	3,658	1,188	133	4,979
Interest expense	1,294	697	-	1,991
Food	1,802	473	-	2,275
Professional fees	7,487	3,770	1,152	12,409
Other expenses	819	766	-	1,585
Board development	5,170	-	-	5,170
Travel	783	-	-	783
Training	10,521	2,250	2,500	15,271
Depreciation	-	-	7,806	7,806
Property taxes	-	-	948	948
Equipment rental	2,632	421	207	3,260
Vehicle expense	8,935	665	-	9,600
Postage	922	240	-	1,162
Advertising	1,422	206	-	1,628
Printing and reproduction	287	300	-	587
Total expenses	<u>196,457</u>	<u>61,387</u>	<u>14,014</u>	<u>271,858</u>
Net Increase in Net Assets	6,279	-	17,120	23,399
BMHS funds allowed for debt reduction	(6,279)	-	6,279	-
Net assets, beginning of year	<u>-</u>	<u>-</u>	<u>88,520</u>	<u>88,520</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 111,919</u>	<u>\$ 111,919</u>

See Independent Auditors' Report and Notes to Financial Statements

**Monadnock Area Peer Support Agency
Board of Directors**

May 2018

PRESIDENT

Patricia Jean Mackey



Joined on: 11/2013
Term #: 2
Term length: 2 years
Expiration: 11/2017

VICE PRESIDENT

VACANT

(W)

(C)

E-mail:

Joined:

Term #:

Term Length:

Expiration:

TREASURER

Marie Dokoupil



Joined on: 09/2015
Term #: 1
Term length: 2 years
Expiration: 09/2017

ASSISTANT TREASURER

VACANT

Address

City, State

(C)

E-mail:

Joined:

Term #:

Term Length: 2 years

Expiration:

SECRETARY

Natalie Nellson



Joined on: 08/2015
Term #: 1
Term length: 2 years
Expiration: 08/2017

ASSISTANT SECRETARY

Theresa Noel



Joined on: 07/2013
Term #: 2
Term length: 2 years
Expiration: 07/2017

AT LARGE BOARD MEMBERS

Melissa Chickering



Joined: 5/2017
Term #: 1
Term Length: 2 years
Expiration: 5/2019

Kate Robertson



Joined: 5/2017
Term #: 1
Term Length: 2 years
Expiration: 5/2019

Martha Barnard



Joined: 4/2018
Term #: 1
Term Length: 2 years
Expiration: 4/2020

Scott Folson



Joined: 4/2018
Term #: 1
Term Length: 2 years
Expiration: 4/2020

Joe Frankel



Joined: 9/2017
Term #: 1
Term Length: 2 years
Expiration: 9/2019

Darla Levy



Joined: 9/2017
Term #: 1
Term Length: 2 years
Expiration: 9/2019

EXECUTIVE DIRECTOR

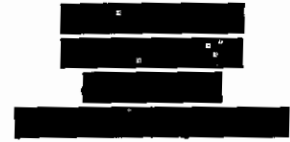
Peter Starkey



Joined: 1/2018

Peter A. Starkey

Versatile and innovative non-profit executive, skilled at seeing the "big picture" while maintaining a focus on the details. Dedicated to identifying unique strengths of team members and streamlining processes to build dynamic, high-performing groups that surpass organizational goals.



EXPERIENCE

Monadnock Peer Support, Keene, NH

Executive Director

January 2018 - Present

- Direct all aspects of operations, including human resources, marketing, budgeting, utilization review, cost control, continuous quality improvement, community relations, and risk management/safety.
- Facilitate an environment that promotes recovery and wellness
- Collaborate with staff and membership to develop & promote programming
- Responsible for financial stability and development of growth strategies from multiple revenue streams, including grant funding, fundraising, event management, and annual appeal
- Cultivate relationships with major donors
- Accounting and fiscal management included preparation and presentation of monthly, quarterly, and annual P&L reports for Board of Directors and governmental entities.
- Serve as media and community spokesperson.

School for International Training, Brattleboro, Vermont

Student Affairs Coordinator

August 2014 - December 2017

- Assessment of global risks (civil unrest, epidemics, terrorism) from various sources for a portfolio of worldwide programs in order to ensure student health and safety
- Manage student mental health and wellbeing, formulate wellness plans, and work with students and staff when issues of psychological distress arise
- Coordinate crisis management response, in collaboration with designated staff and senior leadership, while communicating appropriate measures being executed to stakeholders (parents and schools)
- Primary point of contact as an approachable resource to parents and students for all wellness related questions, concerns, and issues
- Collaborate across the institution to design and implement specific resources and trainings to meet the needs of international staff and diverse students
- Aptitude toward identifying opportunities for improvement and utilizing current technology, in an effort to create more streamlined and efficient communication methods
- Overhaul policies and procedures routinely to remain current and to establish standards of excellence
- Promoted from admissions counselor for Asia/Pacific programs to Student Affairs Coordinator after one year of employment

EDUCATION

George Washington University, Washington, DC

International Affairs - Aug. 2010- June 2014

- Completed the Compass Fellowship for social entrepreneurship
- Development of coursework alongside professors and the Dean for a graduate education course on students with disabilities

School for International Training, Geneva, Switzerland

Study Abroad - Jan. 2013- June 2013

SKILLS

- Policy development
- Budget development
- Fundraising/Grant Writing
- Conflict resolution
- Crisis/Risk Management
- Psychological First Aid Certification
- Insurance case management
- Microsoft Office and Google
- Database management (CRM)
- Social Media (Facebook, Twitter, Instagram)

LEADERSHIP

Co-founder

The REACT Experiment

Member, Board of Directors

Maps Counseling Services

Chair, Education Committee

Keene School Board

Advisory Board

Healthy Monadnock

International Committee

Takodah YMCA

Director of Events

Greater Keene Rotaract

JUDITH GROPHEAR

RECENT WORK EXPERIENCE:

Advanced Level WRAP (Wellness Recovery Action Plan) Facilitator, October 2016 to Present

- Provides WRAP training through NH Peer Voice to employees of NH Peer Support Agencies and NH Community Mental Health Centers, including but not limited to WRAP Overviews and WRAP Facilitator Trainings
- Provides ongoing technical assistance to participants trained in WRAP

Organizational Intentional Peer Support (IPS) Trainer, Monadnock Area Peer Support Agency (MPS), Keene, NH August 2016 to Present

- Provides IPS training to employees of MPS
- Provides IPS training through MPS to community members in the Monadnock Region and Southwest NH

Program Director

MPS, Keene, NH, November 2011 to present

- Part of the Administrative Team providing logistical supervision and direction for Wellness Programs including administrative and operational support
- Utilizes organizational, logistical, and interpersonal skills to work effectively with diverse teams and actively engage with other team members, community partners, and external audiences.
- Actively supports recovery, promotes wellness, and ensures sustainability in all operational functions.
- Designs and implements innovative peer wellness programs to serve those in the greater Monadnock and Southwest NH community.
- Facilitates groups utilizing IPS, WRAP and Hearing Voices Network-USA peer support modalities

Co-Director

Elm City Child Care Keene, NH, February 2011 to November 2011

- Promoted from Lead Teacher to Director in February 2011.
- Acted as sole Director until Co-Director was hired in June 2011.
- Handled principle responsibilities for re-licensing with New Hampshire Child Care Licensing Unit through June 2011 (new license received June 2011).
- Supervised and supported 9 staff members, including Infant, Toddler and Preschool teams.
- Maintained interactive and collaborative relationships with families.

Certified Lead Infant-Toddler Teacher

Elm City Child Care Keene, NH, May 2009 to February 2011

- Responsible for 10 toddlers and 5 infants.
- Trained and supervised 3 Assistant and Associate Teachers.
- Edited and wrote policy addendums for Elm City Child Care Family Handbook.
- Provided daily written and verbal communication to parents.
- Designed and implemented curriculum with an emphasis on social and emotional interaction, integrating music, literacy, math, art, sensory play and movement.

Nanny

Private Home, Amherst, NH, September 2008 to May 2009

- Responsible for two children, ages 2 and 4.
- Wrote curriculum tailored to each child's age and developmental level.
- Special focus on helping 2 year-old achieve healthy and successful potty training.

EDUCATION:

Bachelor of Science in Early Childhood Education

Bachelor of Arts in English; Minor: French

Keene State College, Keene, NH, December 2005

- International Exchange: Campus International, Tulon, France, Summer 2001

CERTIFICATIONS:

- Advanced Level WRAP (Wellness Recovery Action Plan) Facilitator, October 2016-Present
- Intentional Peer Support (IPS) Organizational Trainer, August 2016-Present
- Hearing Voices Network-USA Facilitator, April 2015-Present
- NH Teacher Certification in Early Childhood Education, 2005-Present

COMMUNITY INVOLVEMENT:

- Performer/Singer, Various Local Venues, 2004-Present
- Presenter, World Hearing Voices Congress, 2017
- Presenter, Academic Excellent Conference at Keene State College, 2004, 2005
- Speaker, Take Back the Night Rally, Keene, NH, Spring 2004
- Volunteer, Cohen Center for Holocaust Studies, Keene State College, 2003-2004

MEMBERSHIPS, HONORS & AWARDS:

- Recipient, NAMI (National Alliance on Mental Illness) NH Peer Support Award, 2018
- Recipient, Monadnock Area Peer Support Agency Great Commitment to IPS Award, 2016
- Recipient, New Hampshire Charitable Foundation Grant, 2016
- Recipient, Monadnock Area Peer Support Agency Excellence Award, 2013
- Member, National Association For the Education of Young Children, 2008-Present
- Member, *Sigma Tau Delta* (National English Honor Society) 2002-Present
- Member, National Society for Collegiate Scholars 2001-Present
- Recipient, William D. Eppes Arts and Humanities Award Spring 2003
- Recipient, Charles Hilderbrant Holocaust Studies Award Spring 2003
- Recipient, New Hampshire Parent Teacher Association Scholarship December 2004
- Recipient, Teacher Education Scholarship (KSC) 2003-2005
- Recipient, George O'Neil Award for Scholastic Achievement 1997

ADDITIONAL SKILLS:

- Knowledge of Microsoft Word, Excel, PowerPoint, AppleWorks, iPhoto, Photoshop, iTunes
- Basic French

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Starkey	Executive Director	42,000.00	100%	42,000.00
Jude Grophear	Program Director	26,474.24	100%	26,474.24



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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

June 6, 2016

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

G&C Approved

6/29/16

Date: _____
Item #: 23

REQUESTED ACTION

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

Summary of contract amounts by Vendor.

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

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

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

Please see attached financial detail.

EXPLANATION

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

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

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

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

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

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

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

Area served: Statewide.

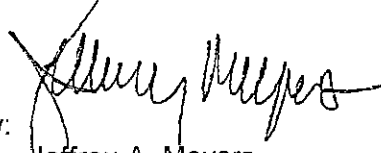
Source of funds: ^{44.55}~~45.55~~% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

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

Respectfully submitted



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00
The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00
Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

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

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

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

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES			
100% General Funds			
Activity Code: 92207011			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 233,122.00
2018	Contracts for Prog Svs	102-500731	\$ 233,122.00
Subtotal			\$ 466,244.00

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

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



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

Peer Support Services

RFP Name

RFP-2017-BBH-02-PEERS

RFP Number

Reviewer Names

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

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

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

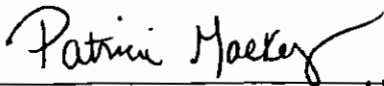
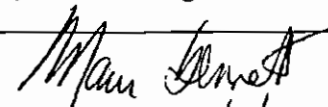
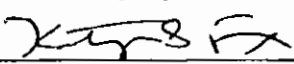
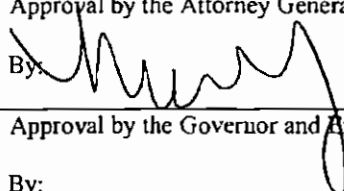
Subject: Peer Support Services (SS-2017-BBH-02-PEERS-04)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Area Peer Support Agency		1.4 Contractor Address 290 Main Street Keene, NH 03431.	
1.5 Contractor Phone Number 603-352-5093	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$528,228
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patricia Mackey, Board President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>31 May 2014</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 <u>Notary Public</u> or Justice of the Peace <div style="display: flex; justify-content: space-between;"> <div>[Seal]</div> <div>  exp 4/11/2017 </div> </div>			
1.13.2 Name and Title of <u>Notary</u> or Justice of the Peace Marie Bennett, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Katy 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:  On: <u>6/12/14</u> Meghan A. Leary, Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.

b. Fosters self-advocacy skills, autonomy, and independence;

c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;

d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;

e. Encourages informed decision-making about all aspects of people's lives;

f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;

g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - a. Rights Protection,
 - b. Peer Advocacy,
 - c. Recovery,
 - d. Employment
 - e. Wellness Management, and
 - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
 - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
 - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
 - b. Referrals to community mental health centers employment programs,
 - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
 - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
 - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
 - 3.2.1. Use a Contractor owned or leased vehicle.
 - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.2.1. Peer Support Services
 - 3.2.2.2. Wellness and Recovery Activities
 - 3.2.2.3. Annual Conferences
 - 3.2.2.4. Regional Meetings
 - 3.2.2.5. Council Meetings
 - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

3.3. Crisis Respite

- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
 - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
 - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.



Exhibit A

3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.

3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

3.4. Permanent Housing

3.4.1. The Contractor agrees to provide permanent community-based housing without a designated length of stay such as in a Contractor owned apartment for members with a month-to-month lease, for members who need to reside in the region where the housing is located.

3.4.1.1. The Contractor agrees that the Department will not reimburse the Contractor for expenses incurred under this program.

3.4.1.2. The Contractor shall report to the Department the address(es) and number of the available apartments or other such housing, and the number of people residing in the housing.

4. Geographic Area and Physical Location of Services

4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 5, and other Regions specific to services identified in Section 3.3 and 3.4.

4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.

4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:

4.3.1. A Building in compliance with local health, building and fire safety codes,

4.3.2. A Building that is maintained in good repair and be free of hazard,

4.3.3. A building that includes:

4.3.3.1. At least one indoor bathroom which includes a sink and toilet,

4.3.3.2. At least one telephone for incoming and outgoing calls,

4.3.3.3. A functioning septic or other sewage disposal system, and

4.3.3.4. A source of potable water for drinking and food preparation as follows:

a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and

b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency



Exhibit A

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.



Exhibit A

- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 6.8.3. The description of time frames necessary for obtaining staff replacements;
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,
 - 7.2.6. Harassment, discrimination, and diversity,
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
 - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:



Exhibit A

- 7.3.1. Job Descriptions
- 7.3.2. Staffing pattern
- 7.3.3. Conditions of employment
- 7.3.4. Grievance procedures
- 7.3.5. Performance reviews
- 7.3.6. Individual staff development plans
- 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and



Exhibit A

- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development;
 - 7.12.2. Supervision;
 - 7.12.3. Performance Appraisals;
 - 7.12.4. Employment Practices
 - 7.12.5. Harassment;
 - 7.12.6. Program Development;
 - 7.12.7. Complaints and the Complaint Process; and
 - 7.12.8. Financial Management.



Exhibit A

- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 8.1.2. Having a plan for governance that requires:
 - 8.1.2.1. A Board of Directors who:
 - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
 - d. Establish and maintain the bylaws
 - 8.1.2.2. Bylaws that outline the:
 - a. Responsibilities and powers of the Board of Directors,



Exhibit A

- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
 - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
 - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - 8.7.3. Internal Control Procedures; and
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.



Exhibit A

- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
 - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
 - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint



Exhibit A

- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
 - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.



Exhibit A

- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
- 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
- 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 13.1.2.1. Data
 - 13.1.2.2. Financial records
 - 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
- 13.2.1. Participate in quality improvement review as in Section 13.1



Exhibit A

- 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
- 13.2.3. Review of personnel files for completeness; and
- 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:

9.1. Training and Development: \$1,000.

9.2. Capital Reserve Fund: \$.0

9.3. Capital Expenditure: \$0.

9.4. Crisis Respite: \$70,293.

9.5. Retirement: \$1,000.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.

11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.

11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.

11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.

11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
- 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
- 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
 - 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
 - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
 - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

Exhibit B-1

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Monadnock Area Peer Support Agency

Budget Request for: Peer Support Services
(Name of RFP)

Budget Period: 7/1/16 through 6/30/17

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	158,873
602	Employee Benefit	31,063
603	Payroll taxes	12,154
	Subtotal	202,089
620	PROFESSIONAL FEES	
624	Accounting	3,594
625	Audit Fees	5,890
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	9,484
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	0
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	8,755
643	Heating Costs	9,785
644	Other Utilities	4,545
645	Maintenance and Repairs	2,500
646	Taxes	
647	Other Occupancy Costs	0
	Subtotal	25,585
650	CONSUMABLE SUPPLIES	
651	Office	621
652	Building/Household	3,100
653	Rehabilitation/Training	0
655	Food	1,931
657	Other Consumable Supplies	0
	Subtotal	6,652
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,466
680	EQUIPMENT MAINTENANCE	893
700	ADVERTISING	589
710	PRINTING	450
720	TELEPHONE/COMMUNICATIONS	3,840
730	POSTAGE/SHIPPING	696
	Subtotal	7,934
740	TRANSPORTATION	
741	Board Members	
742	Staff	977
743	Members and Participants	4,748
	Subtotal	5,725
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	1,462
763	Comprehensive Property & Liability	2,983
800	OTHER EXPENDITURES	2,200
801	INTEREST EXPENSE	
	Subtotal	6,645
	TOTAL PROGRAM EXPENSES	264,114

Exhibit B-2

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Monadnock Area Peer Support Agency

Budget Request for: Peer Support Services
(Name of RFP)

Budget Period: 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	158,873
602	Employee Benefit	31,063
603	Payroll taxes	12,154
	Subtotal	202,089
620	PROFESSIONAL FEES	
624	Accounting	3,594
625	Audit Fees	5,890
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	9,484
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	0
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	8,755
643	Heating Costs	9,785
644	Other Utilities	4,545
645	Maintenance and Repairs	2,500
646	Taxes	
647	Other Occupancy Costs	0
	Subtotal	25,585
650	CONSUMABLE SUPPLIES	
651	Office	621
652	Building/Household	3,100
653	Rehabilitation/Training	0
655	Food	1,931
657	Other Consumable Supplies	0
	Subtotal	6,652
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,466
680	EQUIPMENT MAINTENANCE	893
700	ADVERTISING	589
710	PRINTING	450
720	TELEPHONE/COMMUNICATIONS	3,840
730	POSTAGE/SHIPPING	696
	Subtotal	7,934
740	TRANSPORTATION	
741	Board Members	
742	Staff	977
743	Members and Participants	4,748
	Subtotal	5,725
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	1,462
763	Comprehensive Property & Liability	2,983
800	OTHER EXPENDITURES	2,200
801	INTEREST EXPENSE	
	Subtotal	6,645
	TOTAL PROGRAM EXPENSES	264,114



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (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

PN

Appendix B
New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

PM

5/31/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

5/31/16
Date

Patricia Mackey Monmouth Area Peer
Name: Patricia Mackey Support Agency
Title: Board President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/31/16
Date

Patricia Mackey
Name: Patricia Mackey
Title: Board President
Meadow Area Peer Support Agency



**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:

5/31/16
Date

Patricia Mackey
Name: Patricia Mackey
Title: Board President
Mondrack Area Peer Support Agency

PM
Date 5/31/16



**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 PM

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:

5/31/16
Date

Patricia Mackey Monadnock Area Peer
Name: Patricia Mackey Support Agency
Title: Board President

Exhibit G

Contractor Initials PM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Date 5/31/16



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:

Date 5/31/16

Patricia Mackey Monadnock Area Peer
Name: Patricia Mackey
Title: Board President Support Agency



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.

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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

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Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 & Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/6/16
Date

Monadnock Area Peer Support Agency
Name of the Contractor

Patricia Hockey
Signature of Authorized Representative

Patricia Hockey
Name of Authorized Representative

Board President
Title of Authorized Representative

5/31/16
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

5/31/16
Date

Patricia Hacker
Name: Patricia Hacker
Title: Board President
Monadnock Area Peer Support Agency

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: 03-088-7396
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ NO ☐ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**New Hampshire Department of Health and Human Services
Peer Support Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Peer Support Services**

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment One") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and On the Road to Recovery, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 13 Orange Street, Manchester, NH 03104.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read:
05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$1,328,574.
4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
7. Delete Exhibit B, Paragraph 9, and replace with:
 9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:
 - 9.1. Training and Development: \$1,000.
 - 9.2. Capital Reserve Fund: \$2,901.
 - 9.3. Capital Expenditure: \$0



New Hampshire Department of Health and Human Services
Peer Support Services

- 9.4. Crisis Respite: \$0.
- 9.5. Retirement: \$2,350
- 8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 9. Add Exhibit K, DHHS Information Security Requirements



New Hampshire Department of Health and Human Services
Peer Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/18
Date

Katja S Fox
Name: Katja S Fox
Title: Director

On the Road to Recovery, Inc.

May 7, 2018
Date

Amy Pratt
Name: Amy Pratt
Title: Chairman

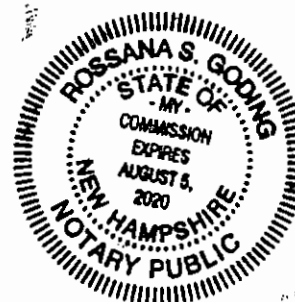
Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 5/7/18, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Rossana Goings
Signature of Notary Public or Justice of the Peace

Rossana Goings Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 8/5/2020



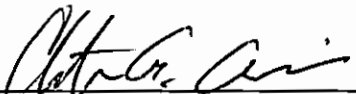
New Hampshire Department of Health and Human Services
Peer Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2018
Date


Name: Christopher G. Astin
Title: Senior Assistant 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:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions.

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the I served by the Contractor.



Exhibit A Amendment #1

- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to, abide by, and support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) intellectual disability; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who self- identify as having a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A Amendment #1

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

3.1.1.1. Peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:

3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

3.1.1.3.3. Emphasize mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators.

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness.

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.



Exhibit A Amendment #1

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - 3.1.1.8.1. Rights Protection,
 - 3.1.1.8.2. Peer Advocacy,
 - 3.1.1.8.3. Recovery,
 - 3.1.1.8.4. Employment,
 - 3.1.1.8.5. Wellness Management, and
 - 3.1.1.8.6. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
 - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
 - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - 3.1.1.11.1. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited).
 - 3.1.1.11.2. Referrals to community mental health centers employment programs.



Exhibit A Amendment #1

- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
 - 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
 - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
 - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
 - 3.1.1.15. Invite guests to participate in peer support activities.
 - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
 - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
 - 3.2.1.1. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.1.1.1. Peer Support Services.
 - 3.2.1.1.2. Wellness and Recovery Activities.
 - 3.2.1.1.3. Annual Conferences.
 - 3.2.1.1.4. Regional Meetings.
 - 3.2.1.1.5. Council Meetings.
 - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.



Exhibit A Amendment #1

- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement., and on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Peer Operated Transitional Housing
 - 3.4.1. The Contractor shall provide peer operated transitional housing by offering shelter to individuals who are in the process of re-entering the community after being discharged from inpatient or residential services, for mental wellness challenges and who are independent in managing their own medications as follows:
 - 3.4.1.1. Provide to any individual from any of the Regions in New Hampshire regardless of where they may live or work.
 - 3.4.1.2. Provide a form of housing such as an apartment the is adjacent to or attached or part of the peer support agency with the amenities for the individual to live independently
 - 3.4.1.3. Develop individualized Wellness Plans
 - 3.4.1.4. Offer all programs and peer support services provided by the peer support agency
 - 3.4.1.5. Assist the individual with identifying and obtaining benefits such as but not limited to food stamps, heating assistance,
 - 3.4.1.6. Make referrals to community based services and finding permanent housing.
 - 3.4.1.7. Limit the length of stay to 120 days.

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 6, and crisis respite services for consumers statewide.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:



Exhibit A Amendment #1

- 4.3.1. A building in compliance with local health, building and fire safety codes.
- 4.3.2. A building that is maintained in good repair and be free of hazard.
- 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
 - 4.3.3.4.2. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented.

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors.
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process.
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or



Exhibit A Amendment #1

- 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
- 6.1.3.1.3. Each year of experience in the peer support field may be substituted for one year of academic experience.
- 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board.
 - 6.1.4.2. The Department's policies and rules.
 - 6.1.4.3. The Contract terms and conditions.
 - 6.1.4.4. The Quality improvement reviews.
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review by the Department, to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 6.8.3. The description of time frames necessary for obtaining staff replacements.
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely



Exhibit A Amendment #1

manner, staff replacements/additions with comparable experience.

- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:

- 6.9.1. Inclement weather notifications for programming and transportation services.
- 6.9.2. Emergency evacuation plans for the Agency.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.

- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:

- 7.2.1. The statewide peer support system.
- 7.2.2. All Department policies and rules applicable to the peer support.
- 7.2.3. Protection of member and participant rights.
- 7.2.4. Contractor policies and procedures.
- 7.2.5. PSA grievance procedures.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.

- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:

- 7.3.1. Job Descriptions.
- 7.3.2. Staffing pattern.
- 7.3.3. Conditions of employment.
- 7.3.4. Grievance procedures.
- 7.3.5. Performance reviews.
- 7.3.6. Individual staff development plans.
- 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work.
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety



Exhibit A Amendment #1

- Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.3.7.3. Criminal Records Check.
 - 7.3.7.4. Previous employment.
 - 7.3.7.5. References.
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment.
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC).
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test.
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.



Exhibit A Amendment #1

- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support.
 - 7.9.2. Warmline.
 - 7.9.3. Facilitating Peer Support Groups.
 - 7.9.4. Sexual Harassment.
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.
 - 7.12.2. Supervision.
 - 7.12.3. Performance Appraisals.
 - 7.12.4. Employment Practices.
 - 7.12.5. Harassment.
 - 7.12.6. Program Development.
 - 7.12.7. Complaints and the Complaint Process.
 - 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.



Exhibit A Amendment #1

- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
 - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
 - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
 - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
 - 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.



Exhibit A Amendment #1

- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources.
 - 8.11.2. Staff Development.
 - 8.11.3. Financial Responsibilities.
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor shall pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives.



Exhibit A Amendment #1

Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.

- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit, for Department approval, a grievance and appeals process that includes, but is not limited to:
 - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
 - 10.1.1.1. Consumer name.
 - 10.1.1.2. Date of written grievance.
 - 10.1.1.3. Nature/subject of the grievance.
 - 10.1.1.4. A method to submit an anonymous complaint.
 - 10.1.2. Assisting consumers with the grievance and appeal process including but not limited to filing a complaint.
 - 10.1.3. Tracking complaints.
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee.
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
 - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
 - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7.

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:



Exhibit A Amendment #1

- 11.1.1. The number of members.
- 11.1.2. The total number of participants.
- 11.1.3. Program utilization totals and percentages.
- 11.1.4. Number of telephone contacts.
- 11.1.5. Description of outreach activities.
- 11.1.6. Number and description of educational events.
- 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

- 12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.



Exhibit A Amendment #1

- 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
- 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
 - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 14.1.2.1. Data.
 - 14.1.2.2. Financial records.
 - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
 - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
 - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 14.2.4. Review of personnel files for completeness.
 - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 Budget

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: On the Road To Recovery, Inc.

Budget Request for: Peer Support Services
(Name of RFP)

Budget Period: 7/1/18 through 6/30/19

Line/Item/Budget Reference Number	Line/Item/Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	213,652
602	Employee Benefit	27,583
603	Payroll taxes	16,344
	Subtotal	257,579
620	PROFESSIONAL FEES	
624	Accounting	0
625	Audit Fees	7,000
626	Legal Fees	0
627	Other Professional Fees and Consultants	0
	Subtotal	7,000
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	82,444
642	Mortgage Payments	0
643	Heating Costs	8,438
644	Other Utilities	8,045
645	Maintenance and Repairs	5,780
646	Taxes	0
647	Other Occupancy Costs	2,400
	Subtotal	107,107
650	CONSUMABLE SUPPLIES	
651	Office	5,495
652	Building/Household	8,097
653	Rehabilitation/Training	0
655	Food	1,400
657	Other Consumable Supplies	2,500
	Subtotal	17,492
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	CAPITAL RESERVE FUND	2,901
670	EQUIPMENT RENTAL	5,600
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	200
710	PRINTING	350
720	TELEPHONE/COMMUNICATIONS	11,700
730	POSTAGE/SHIPPING	1,550
	Subtotal	22,301
740	TRANSPORTATION	
741	Board Members	0
742	Staff	3,890
743	Members and Participants	12,964
	Subtotal	16,854
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	1,630
762	Vehicles	3,826
763	Comprehensive Property & Liability	7,069
800	OTHER EXPENDITURES	1,000
801	INTEREST EXPENSE	0
	Subtotal	13,525
	TOTAL PROGRAM EXPENSES	442,858

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

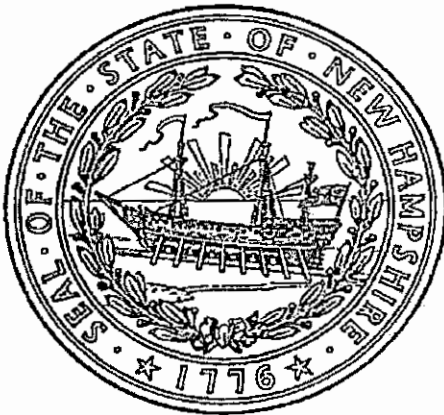
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ON THE ROAD TO RECOVERY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1988. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 136413

Certificate Number : 0004090006



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of April A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Kathleen Abate, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of On the Road to Recovery (dba On the Road to Wellness).
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 2, 2018:
(Date)

RESOLVED: That the Chairman of the Board
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 7th day of May, 2018.
(Date Contract Signed)

4. Amy Pratte is the duly elected Chairman of the Board
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.

Kathleen Abate
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 7th day of May, 2018.

By Kathleen Abate
(Name of Elected Officer of the Agency)

Rossana S. Goding
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 8/5/2020





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Pat Mack PHONE (A/C, No, Ext): (603)293-2791 E-MAIL: pat@esinsurance.net ADDRESS:		FAX (A/C, No): (603)293-7188
INSURED On The Road To Recovery, Inc., DBA: On The Road To Wellness 373 South Willow Street D1-1 Box 316 Manchester NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance Co INSURER B: Traveler's Assigned Risk & W/C INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER:** 2017 New Address **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1654307	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1654319	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Terrorism Coverage \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB8584063	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input type="checkbox"/> 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	6JUB9F56489-A-18	03/19/2018	03/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

A. Crime-Employee Dishonesty PHPK1494868 7/1/2017-7/1/2018 Limit \$35,000

Location #1) 377 S. Willow Street, Manchester, NH 03103

Location #2) 45 S. Main Street, Derry, NH

CERTIFICATE HOLDER

DHHS 129 Pleasant Street Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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On the Road to **Wellness**

An Adult Education and Mental Wellness Center

On the Road to Recovery
dba On the Road to Wellness

MISSION STATEMENT

On the Road to Wellness is a Not-for-Profit, Consumer-Driven Community of Peers Dedicated to Educate, Advocate, and Empower our Members to Manage and Maintain their Mental Health and Wellness.

ON THE ROAD TO RECOVERY, INC

FINANCIAL STATEMENTS

AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2017 and 2016

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1
FINANCIAL STATEMENTS	
Statements of Financial Position	2
Statements of Activities and Changes in Net Assets.	3
Statements of Cash Flows.....	4
Notes to Financial Statements	5 – 9
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION.....	
Statement of Functional Expenses	10
Statements of Activities and Changes in Net Assets By State Approved Funds	11
	12

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
On The Road to Recovery, Inc.
Manchester, New Hampshire

We have audited the accompanying financial statements On The Road to Recovery, Inc. (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2017 and 2016 and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of On The Road to Recovery, Inc. as of June 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America



Rowley & Associates, P.C.
Concord, New Hampshire
September 26, 2017

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

ASSETS	2017	2016
CURRENT ASSETS		
Cash, non-BMHS refundable	\$ 25,312	\$ 17,685
Cash, BMHS refundable	98,693	90,777
Accounts recievable	4,863	1,750
Funds held for others	2,170	2,169
Prepaid expenses	15,451	16,625
Total Current Assets	<u>146,489</u>	<u>129,006</u>
PROPERTY AND EQUIPMENT, at cost		
Leasehold improvements	35,971	35,971
Vehicles	48,071	48,071
Equipment & furniture	52,160	52,160
	<u>136,202</u>	<u>136,202</u>
Less accumulated depreciation	<u>(102,776)</u>	<u>(91,873)</u>
	<u>33,426</u>	<u>44,329</u>
OTHER ASSETS		
Investments	1,427	1,427
Loan receivable	-	1,175
Deposits	2,675	5,175
	<u>4,102</u>	<u>7,777</u>
Total Assets	<u><u>184,017</u></u>	<u><u>181,112</u></u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	5,237	4,171
Accrued expenses	16,259	15,087
Housing escrow payable	2,170	2,169
Deferred revenue, restricted BMHS funds	98,693	90,777
Total Current Liabilities	<u>122,359</u>	<u>21,427</u>
NET ASSETS		
Unrestricted	<u>61,658</u>	<u>68,908</u>
Total Liabilities and Net Assets	<u><u>\$ 184,017</u></u>	<u><u>\$ 90,335</u></u>

See Independent Auditors' Report and Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
REVENUES, GAINS AND OTHER SUPPORT		
Grant income	\$ 424,943	\$ 439,960
Contribution income	197	1,095
Program services	4,677	5,960
Interest income	85	80
Total support and revenue	<u>429,902</u>	<u>447,095</u>
 EXPENSES		
Program	425,025	420,055
Management & general	12,127	9,105
Total expenses	<u>437,152</u>	<u>429,160</u>
 Increase (decrease) in net assets	(7,250)	17,935
 Net assets, beginning of year	<u>68,908</u>	<u>50,973</u>
 Net assets, end of year	<u><u>\$ 61,658</u></u>	<u><u>\$ 68,908</u></u>

See Independent Auditors' Report and Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ (7,250)	\$ 17,935
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Depreciation & amortization	10,903	8,611
(Increase) Decrease in operating assets		
Funds held for others	(1)	(1)
Accounts Receivable	(3,113)	14,580
Prepaid expenses	1,174	(5,237)
Loan receivable	1,175	1,675
Deposits	2,500	(2,675)
Increase (Decrease) in operating liabilities		
Accounts payable	1,065	472
Accrued expenses	1,172	33
Housing escrow	1	1
Deferred revenue, restricted BMHS funds	17,917	1,418
BMHS funds transferred to other agency	(10,000)	(5,000)
Net Cash Provided By Operating Activities	<u>15,543</u>	<u>31,812</u>
 CASH USED BY INVESTING ACTIVITIES		
Purchases of vehicle and equipment	<u>-</u>	<u>(24,883)</u>
 Net Increase in Unrestricted Cash and Cash Equivalents	15,543	6,929
 Unrestricted Cash and Cash Equivalents, Beginning of Year	<u>108,462</u>	<u>101,533</u>
 Unrestricted Cash and Cash Equivalents, End of Year	<u>\$ 124,005</u>	<u>\$ 108,462</u>

See Independent Auditors' Report and Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 1 NATURE OF ORGANIZATION

On The Road to Recovery, Inc. (OTRTR) is a nonprofit organization incorporated, operating under the DBA, On The Road to Wellness, under the laws of the State of New Hampshire. It operates as a consumer directed peer support organization for adults with long term mental illness, enhancing personal wellness, independence and responsibility. The Organization is supported primarily by grants from the State of New Hampshire.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of OTRTR is presented to assist in understanding the Organization's financial statements. The financial statements and notes are representations of OTRTR's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Accounting

The financial records for OTRTR are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Basis of Presentation

The Organization is required to report information regarding its financial position a activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. OTRTR had \$61,658 and \$68,908 in unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor imposed restrictions will be met either by the passage of time or the actions of OTRTR. OTRTR had no temporarily net assets as of June 30, 2017 and 2016, respectively.

Permanently restricted net assets include those assets for which donor-imposed restrictions stipulate that the asset be permanently maintained by the organization. OTRTR had no permanently restricted net assets as of June 30, 2017 and 2016.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of the statement of cash flows, OTRTR considers cash on hand, deposits in banks and investments to be cash equivalents.

Support and revenue

The Organization receives most of its revenue in the form of grants from the State of New Hampshire Department of Health and Human Services Division of Behavioral Health (BMHS) and from the United States Department of Housing and Urban Development (HUD). The Organization participates in wagering programs in connection with its fundraising programs and also accepts voluntary contributions for meals.

Property and Equipment

Property and equipment are carried at cost. Depreciation is calculated on the straight line method over the estimated useful lives of the assets. Minor repairs and maintenance are expensed as incurred. Major repairs and renovations which materially extend the useful lives of the assets are capitalized. Major classes of depreciable assets and their estimated lives are as follows:

<u>Description</u>	<u>Years</u>
Leasehold improvements	10
Equipment	5
Vehicle	5

Depreciation expense was \$10,903 and \$8,611 for the years ended June 30, 2017 and 2016, respectively.

Function Allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

Advertising

The Organization expenses advertising costs as incurred. OTRTR had advertising costs of \$1,001 and \$235 as of June 30, 2017 and 2016, respectively.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income taxes

OTRTR is a not-for-profit corporation under Section 501© (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b) (1) (A).

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to OTRTR's program services. These services are not included in donated materials and services because the value has not been determined.

Donated Materials and Services

It is the intent of OTRTR to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2017 and 2016, there were no donated goods or services.

NOTE 3 ECONOMIC DEPENDENCY

OTRTR currently receives grant funds from the State of New Hampshire Bureau of Mental Health Services. These funds are the primary source of the Organization's support. If a significant reduction or delay in the level of support were to occur, it would have an adverse effect on the Organization's programs and activities. For the years ended June 30, 2017 and 2016, the State grants made up 99% and 98% of OTRTR's total support.

NOTE 4 REVIEW BY OUTSIDE AGENCIES

The activities of the Organization are subject to examination for compliance with the requirements of the granting agency.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 5 OPERATING LEASE COMMITMENT

Since December 1, 2007 OTRTR has been a tenant at will for its Manchester, New Hampshire location. Total rent expense for the years ended June 30, 2017 and 2016 was \$63,492. There is no required future minimum payment.

Since July 1, 2011 OTRTR has been a tenant at will for its Derry, New Hampshire location. Total rent expense for the years ended June 30, 2017 and 2016 was \$32,100 and \$30,000, respectively. There is no required future minimum payment.

NOTE 6 RETIREMENT PLAN

The Organization implemented an employee IRA plan for full time employees. The State of New Hampshire approves the allocation of retirement funds and reimburses OTRTR for the expenses. Eligible employees do not make salary reduction contributions. There were contributions of \$1,792 and \$1,750 for the years ended June 30, 2017 and 2016, respectively.

NOTE 7 FUNDS HELD FOR OTHERS

The Organization has entered into an agreement in which it operates Bingo games on behalf of other not for profit agencies. Undistributed cash from these activities are recorded as a liability. Funds held for others consisted of the following on June 30:

	<u>2017</u>	<u>2016</u>
Housing escrow payable	<u>\$2,170</u>	<u>\$ 2,169</u>

NOTE 8 REFUNDABLE BMHS ADVANCE

Under the terms of the service agreement with the Bureau of Behavioral Health (BMHS), a division of the State of New Hampshire's Department of Health and Human Services, OTRTR is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$98,693 and \$90,777 for the years ended June 30, 2017 and 2016, respectively.

NOTE 9 SUBSEQUENT EVENT

Management has evaluated subsequent events through September 26, 2017, the date on which the financial statements were available to be issued to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

ON THE ROAD TO RECOVERY, INC
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 10 FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Organization is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at June 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable inputs (Level 2)
<u>2017</u>			
Accounts Receivable	\$ 4,863	\$ -	\$ 4,863
Investments	<u>1,427</u>	<u>1,427</u>	<u>-</u>
	<u>\$ 6,290</u>	<u>\$ 1,427</u>	<u>\$ 4,863</u>
 <u>2016</u>			
Accounts Receivable	\$ 1,750	\$ -	\$ 1,750
Investments	1,427	1,427	-
Loans Receivable	<u>1,175</u>	<u>-</u>	<u>1,175</u>
	<u>\$ 4,352</u>	<u>\$ 1,427</u>	<u>\$ 2,925</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and loans receivable are estimated at the present value of expected future cash flows.

NOTE 11 TAX EXEMPT STATUS

OTRTR is a public charity exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Trustees
On The Road to Recovery, Inc
Manchester, New Hampshire

Our report on our audit of the basic financial statements of On The Road to Recovery, Inc. as of and for the year ended June 30, 2017 and 2016 our report dated September 26, 2017, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
September 26, 2017

ON THE ROAD TO RECOVERY, INC
STATEMENT OF FUNCTIONAL EXPENSES
YEAR ENDED JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR
THE YEAR ENDED JUNE 30, 2016

	Derry Costs	Manchester Costs	Transitional Housing	Total Programs	Management & General	Total 2017	Total 2016
Wages	\$ 63,480	\$ 108,791	\$ 11,678	\$ 183,949	\$ 2,244	\$ 186,193	\$ 196,311
Employee benefits	2,492	21,107	-	23,599	-	23,599	25,320
Payroll taxes	4,914	8,333	898	14,145	174	14,319	15,184
Rent	32,100	24,600	38,892	95,592	-	95,592	93,492
In-service training	107	13,531	-	13,638	-	13,638	5,466
Journals & Pubs	-	169	-	169	-	169	165
Telephone and internet	3,498	7,092	-	10,590	-	10,590	10,596
Utilities	6,070	4,445	1,421	11,936	-	11,936	8,323
Insurance	2,372	10,928	-	13,300	-	13,300	14,490
Repairs and maintenance	2,503	2,032	4,279	8,814	-	8,814	4,499
Office supplies	1,634	3,250	-	4,884	-	4,884	6,712
Household supplies	4,417	6,948	672	12,037	160	12,197	11,308
Other occupancy costs	-	2,700	-	2,700	-	2,700	1,830
Advertising	676	325	-	1,001	-	1,001	235
Food and consumable supplies	1,467	540	-	2,007	62	2,069	1,470
Legal and accounting	2,380	4,620	-	7,000	-	7,000	7,000
Equipment rental	345	2,483	-	2,828	-	2,828	3,569
Transportation	550	1,503	-	2,053	187	2,240	2,653
Vehicle expense	3,886	1,113	-	4,999	16	5,015	6,007
Depreciation and amortization	-	2,901	-	2,901	8,002	10,903	8,611
Printing	-	5,098	-	5,098	-	5,098	3,320
Postage	1	1,088	-	1,089	-	1,089	1,730
Dues and subscriptions	-	434	-	434	-	434	445
Other expenses	190	33	39	262	1,282	1,544	424
	<u>\$ 133,082</u>	<u>\$ 234,064</u>	<u>\$ 57,879</u>	<u>\$ 425,025</u>	<u>\$ 12,127</u>	<u>\$ 437,152</u>	<u>\$ 429,160</u>

See Independent Auditors' Report and Notes to Financial Statements

ON THE ROAD TO RECOVERY, INC
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
BY STATE APPROVED BMHS FUNDS
YEAR ENDED JUNE 30, 2017

	State Approved BMHS Funds	Non-BMHS Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year, less surplus of \$28,713	\$ 414,146	\$ -	\$ 414,146
Grant income, prior year release	10,797	-	10,797
Contribution income	-	197	197
Program services	-	4,677	4,677
Interest income	82	3	85
Total support and revenue	<u>425,025</u>	<u>4,877</u>	<u>429,902</u>
EXPENSES			
Wages	183,949	2,244	186,193
Employee benefits	23,599	-	23,599
Payroll taxes	14,145	174	14,319
Rent	95,592	-	95,592
In-service training	13,638	-	13,638
Journal and Pubs	169	-	169
Telephone	10,590	-	10,590
Utilities	11,936	-	11,936
Insurance	13,300	-	13,300
Repairs and maintenance	8,814	-	8,814
Office supplies	4,884	-	4,884
Household supplies	12,037	160	12,197
Other occupancy costs	2,700	-	2,700
Advertising	1,001	-	1,001
Food and consumable supplies	2,007	62	2,069
Audit fees	7,000	-	7,000
Equipment rental	2,828	-	2,828
Transportation	2,053	187	2,240
Vehicle maintenance	4,999	16	5,015
Depreciation and amortization	2,901	8,002	10,903
Printing	5,098	-	5,098
Postage	1,089	-	1,089
Dues and subscriptions	434	-	434
Other expenses	262	1,282	1,544
Total expenses	<u>425,025</u>	<u>12,127</u>	<u>437,152</u>
Net (Decrease) in Net Assets	-	(7,250)	(7,250)
Net assets, beginning of year	<u>-</u>	<u>68,908</u>	<u>68,908</u>
Net assets, end of year	<u>\$ -</u>	<u>\$ 61,658</u>	<u>\$ 61,658</u>

See Independent Auditors' Report and Notes to Financial Statements



On the Road to Recovery
(dba On the Road to Wellness)
BOARD OF DIRECTORS
Revised January 18, 2018

Executive Committee

Chairman (Interim)

Amy Pratte

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 01-10-2013

Term #2

Term Length: 3 Years

Expiration: 03-2019

Vice Chairman

Vacant

Secretary/Treasurer (Interim)

Kathleen Abate

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 08-11-2016

Term #1

Term Length: 3 Years

Expiration: 03-2018

Directors

Juanita Leach

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 01-10-2013

Term #2

Term Length: 3 Years

Expiration: 03-2019

Directors (Continued)

Leslie (Leigh) Anderson

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 08-11-2016

Term #1

Term Length: 3 Years

Expiration: 03-2018

Kyle Winston

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 10-19-2017

Term #1

Term Length: 3 Years

Expiration: 03-2020

Thomas (Thom) DeFelice

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 01-18-2018

Term #1

Term Length: 3 Years

Expiration: 03-2021

David Carroll

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 01-18-2018

Term #1

Term Length: 3 Years

Expiration: 03-2021

Directors (Continued)

George Proulx

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Joined: 01-18-2018

Term #1

Term Length: 3 Years

Expiration: 03-2021

Vacant - Pending

Administrative Team

Executive Director

David Blacksmith

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Program Director

Shelby Hedlund

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Business Manager

Peter DeLeault

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

David J. Blacksmith

HIGHLIGHTS

- Keen Ability to Network People and Resources
- Well-Developed Listening, Counseling, Problem Solving and Teaching Skills
- Excellent Verbal and Written Communication
- Team Minded Servant Leader with Strong Administrative Abilities
- Able to Handle Crisis or Stressful Situations with Ease
- Technically Proficient with Computers, Networking, Donor Software, Microsoft Office

WORK HISTORY

On the Road to Wellness, Manchester & Derry Executive Director

2008 – Present

Provide leadership and oversight to all areas related to peer-support agency, specializing in people managing their mental health, as well as addressing homelessness, and substance misuse. Responsibilities include: agency oversight; fiscal management; maintain integrity to the contractual relationship with the State (BMHS); all aspects of agency relationships and interagency collaborations.

- Successfully wrote high-scoring RFP for FY15 funding cycle for BBH during previous Executive Director's absence
- Re-written/Updated Board Policies and Procedures
- Encourage expanded sustainability plans ... fund-raising, grant writing
- Successfully launched a secondary site in Derry to provide IPS services to that Region
- Effectively increased membership and active participation at both sites
- Responsible for recruiting, hiring, and supervising staff of 15
- Serving as agency representative on the Steering Committee and Workforce Development Committee for Network4Health (1115 Waiver)
- Created a vibrant newsletter which led to expanded readership/ increased membership
- Trained multiple employees and peers in the Principles and Tasks of Intentional Peer Support
- Built strong working relationships with other area agencies, thus enhancing the reputation of our agency and enhancing the programming for our members
- Encouraged expansion of programming to include outreach and community service
- Given oversight of both peer centers, keeping all things within budget requirements
- Effectively developed a contractual relationship with Mental Health Center of Great Manchester by modeling and coaching Peer Support Specialist Services to their ACT Teams

Southern New Hampshire Rescue Mission Founder/Executive Director

2003 - 2008

Responsibilities: Staff and volunteer development, community relations, human resources, programming, outreach, counseling, fund-raising, budgeting, and public speaking.

- Founded this on-going social service agency to the homeless and poor
- Secured and enlarged donor and volunteer base
- Built strong relationships with clientele, neighborhood, community leaders, churches
- Located and purchased facilities for the work, thus creating a long-standing relationship and presence within the community
- Supervised a handful of staff and hundreds of volunteers
- Successfully began residential shelter for single homeless men

WORK HISTORY (continued)	Las Vegas Rescue Mission 1999 – 2003 Executive Director
	<p>Responsibilities: Staff and volunteer development, community relations, fund-raising, budgeting, human resources, programming, outreach, counseling, and public speaking.</p> <ul style="list-style-type: none"> • Initiated comprehensive Case Management Program • Initiated and completed \$1.2m building project to expand services to homeless men, and specialized population of single-fathers with children • Effectively built relationships with area agencies to create a network for a holistic approach to enable clients to succeed • Established an extensive and effective Job Development Program which generated over \$250k into the pockets of the homeless, many securing permanent employment through the Program • Implemented Recovery Program for those struggling with addictive behaviors • Expanded donor base 150%; volunteer base 300% • Responsible for recruiting, hiring, scheduling and supervising staff of 20 • Dramatically increased community involvement
EDUCATION	<p>Moody Bible Institute, Chicago, IL 1983 – 1987 Ministerial Studies</p> <p>University of Massachusetts, Lowell, MA 1973 – 1977 Bachelor of Arts Concentrations: Music Education / Business Administration</p> <p>Bedford High School, Bedford, MA 1969 – 1973 College Preparatory</p>
ADDITIONAL TRAINING	<p>Train the Trainer – Intentional Peer Support; Middletown, CT Intentional Peer Support: An Alternative Approach; BBH, Concord, NH Prison Volunteer Training, Concord, NH Art of Listening, Hospital Chaplaincy Services Powerful Business Writing Skills, National Seminars, Inc. Business Management, Cornell University, Ithaca, NY (Extension) Essentials in Management, American Management Association (Extension)</p>
OTHER SKILLS	<p>PC Windows Literate; Proficient in Microsoft Office; Database, Website and Newsletter Design and Development; Donor Management Software; Prolific Writer</p>
CIVIC ACTIVITIES	<p>Member, Nashua Continuum of Care 2003 – 2008 Member, Southern Nevada Homeless Coalition 1999 – 2003 Member, Emergency Food and Shelter Board 1999 – 2003 Chairman, Child Evangelism Fellowship 1999 – 2001 Member, Manchester Rotary, Manchester, VT 1997 – 1999 Director of Volunteer Chaplains, Sonoma Valley Hospital 1991 – 1992 Southern Nevada Task Force for the Homeless 1987 – 1990</p>
	<p><i>Personal and Professional References Available Upon Request</i></p>

Shelby Hedlund

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Objective

Looking for a full time position utilizing the talents and training that I have in the Peer Support field which I plan to pursue as a career.

Qualifications

Certified WRAP Facilitator

Completed IPS Core training and IPS Crisis Respite Training

Work History

Peer Respite Staff

H.E.A.R.T.S Crisis Respite

February 2017 to Present

Uses knowledge of WRAP and IPS to support guests. Responsibilities include supervision of up to two guests, taking notes, light cleaning, and answering the Respite phone.

Peer Support Assistant

On The Road To Wellness

September 2016 to Present

Uses IPS to establish relationships with members and support them in their wellness. Responsibilities include running groups, one on one support, answering phones, light cooking and cleaning, updating all bulletin boards in the center, and remaining available as a backup driver when needed.

Key holder

Advanced Spa and Pool

2013 to Present

Previous full time and current seasonal key holder.

Obtained 3 levels of certification in pool water chemistry including the highest possible of Water Care Expert.

Responsibilities include opening and closing the store, training new employees on water testing and chlorine demands, running water tests, answering phones, counting inventory, operating register, assisting customers with finding the correct chemicals.

Shelby Hedlund

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Education

New England College

August 2017 to Present

Working towards Bachelors in Criminal Justice and Human Services

Eastern Nazarene College

September 2013 to April 2015

Communications

Alvirne High School

September 2009 to May 2013

Majored in Early Childhood Education

Received High School Diploma

Skills

Customer Service (5 years)

Cash Register (5 years)

Microsoft Office (3 years)

Lesson Planning (2 years)

Retail (5 years)

Employer Contacts:

Jim Hedlund

Owner at Advanced Spa and Pool


[REDACTED]

H.E.A.R.T.S. Repsite

Tom Doucette Director

[REDACTED]

Peter P. Deleault



Experience:

04/2004 to Present: Lakes Region Consumer Advisory Board, Inc., 328 Union Ave., Laconia, NH 03246 (Part-Time)

Administrative Bookkeeper. LRCAB is a non-profit mental health organization funded by State and Federal funds covering 3 areas of the State or cost centers. Responsible for all payroll and all State and Federal tax filings and deposits, AP/AR, account reconciliation, budget analysis and preparation, monthly and quarterly financial reports and analysis, cash flow analysis, cost center management. Prepare and file quarterly financial reports to the State Bureau of Behavioral Health. Prepare and work with State Accountants and Auditors for required annual audits.

07/1992 to 01/2007: Sarabby, Inc., dba APPS Paramedical Services, 1 Old Hill Rd. Bow, NH, 03304.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all of the bookkeeping and accounting responsibilities including payroll, all the monthly and quarterly tax deposits and filings for both Federal and State, AR/AP, account reconciliation. Sold business.

03/1995 to 03/2000: Chemdata Occupational Health & Drug Testing.

Owner, Business Manager. Responsible for all aspects of business management, marketing, human resources and all accounting responsibilities. Provided health and drug screens, DOT physicals and pulmonary function testing to local construction and trucking industries as well as municipal Firefighters and other industry workers utilizing respirators. Sold business.

2000 to Present: Delo, LLC. 1 Old Hill Rd., Bow, NH 03304. (Part-Time)

Owner, Business Manager. Commercial Real Estate. Responsible for property management, maintenance, accounting.

2005 to Present: CompSci Computer Repair, LLC. 1 Old Hill Rd., Bow, NH, 03304 (Part-Time)

Owner. Onsite home and business computer repairs. Responsible for all aspects of business management, marketing, accounting, computer and network repair security and maintenance.

Peter P. Deleault



1980 to 1990: Bank of New Hampshire, N. Main St., Concord, NH 03301.

Assistant Vice President-Loan Officer & Department Manager. Review financial statements, loan decision and processing, oversee loan department processes and personnel. Business marketing and loan development.

Education:

09/2004 to 04/2005: Hesser College, Manchester, NH. Advanced Computer course program to obtain certifications in both A+ and Network+.

1985-1989: University of New Hampshire, various courses in accounting, business management, bank management.

1973-1976: St. Anselm's College, 2 ½ years pre-med.

References upon request.

William D. Granfield

WORK EXPERIENCE

2010 to present ~ Peer Support Assistant

On the Road to Wellness

- Participate in intentional peer support activities
- Lead one-on-one conversations related to wellness
- Lead group discussions on topics related to wellness
- Monitor behavior of members

2007 to 2010 ~ Bus Monitor

Goffstown Trucking

- Monitored behavior of children during transport to school
- Assisted drivers with safety procedures

1999 ~ Tool Designer

Shookus Special Tools

- Designed and built tools
- Experienced with CadKey 98
- Responsible for quoting dies and production parts
- Computer knowledgeable

1996 to 1999 ~ Tool & Die Maker and Tool Designer

Barett & Gould, Inc.

- Designed, made and repaired tools and dies
- Repaired all punch press problems and performed troubleshooting tasks
- Responsible for Quality Control Inspections
- Proficient on AutoCad 14
- Performed many of same duties as listed below (1990-1994 Barett & Gould)

1996 ~ Foreman / Tool and Die Maker

J & R Stamping

- Organized workload
- Made manufacturing decisions in owner's absence
- Performed quality control
- Designed, made and repaired tools and dies
- Set up punch presses

1994 to 1996 ~ Tool and Die Maker/Supervisor

Granite State Manufacturing

- Cleared up 80 hour backlog in initial 30 days
- Corrected long term tooling problems
- Designed scheduling system using Microsoft Excel
- Implemented scheduling system to ensure meeting deadlines
- Completed employee reviews / Made hiring and firing decisions
- Produced and repaired tools
- Set up all standard machine shop equipment and punch presses

1990 to 1994 ~ Tool and Die Maker

Barett & Gould, Inc.

- Produced progressive dies and compounds
- Designed tools and dies
- Performed duties of machine shop set-up man
- Made specialty tools : Wiederman
- Set up and designed tools/procedures for high production runs
- Made brake press multi-station tools
- Made prototype sheet metal parts
- Inspected finished parts
- Volunteered to teach use of measuring hand tools
- Corrected long term problems with dies/ repaired dies

1988 to 1989 ~ Optical Technician Machinist

Beam Precision Optics

- Finished lens & mirror to tenth wave accuracy
- Performed polishing and grinding
- Used bridgeport lathes and surface grinders
- Ran radius generating machines
- Experienced at working to extremely high tolerances

1986 to 1988 ~ Tool and Die Maker/Machinist

JJT Engineering

- Designed, produced, repaired progressive tools
- Made specialty tools
- Performed prototype machine shop work
- Designed and built high quality coining die for high production fiberoptic heat syncs which were avoided by other shops due to degree of difficulty
- Made wave guides for microwave

EDUCATION AND SPECIAL SKILLS

- Completed required State of NH trainings for Peer Support Assistants
- Completed training for Celebrate Recovery at Saddleback church in California
- Obtained General Class Ham Radio License
- Completed CadKey course
- Completed AutoCad course
- Completed course at Mass Radio & Electric
- Graduated from Tewksbury High School

REFERENCES

Furnished on request

Jayson Blacksmith



Devoted Audio Engineering graduate committed to the precise and efficient production of creative and intellectual content through industry experience and a wide range of technical skills. Available to relocate.

Skills:

- Certified in Pro Tools 11 and Adobe Photoshop, Illustrator, and InDesign
- Mixed Front of House at over 200 shows and services.
- Edited audio for over 50 live sermons for online distribution.
- Recorded, mixed and produced 4 studio EP's.
- Shot, directed, and edited 46 short films.
- Ran broadcast video editing for over 200 on-screen hours.
- Operated as a Youth Director for 4 years at over 200 events.
- Directed lighting at over 50 shows and services.
- Mac and Windows proficient.

Experience:

Front of House Engineer – Manchester Christian Church

January 2015 - Present | Manchester/Bedford, NH

- Responsible for running Front of House and lighting at church services, events, and concerts.
- Troubleshoot and repaired audio issues before, during and after live shows and services.

Audio Engineer – Manchester Vineyard Community Church

June 2010 - January 2015 | Manchester, NH

- Oversaw all audio and lighting related production for live church services, events, and concerts.
- Edited sermons remotely for online distribution.

Youth Director – Manchester Vineyard Community Church

June 2012 - Present | Manchester, NH

- Helped implement new curriculum for weekly youth meetings through lessons and workshops.
- Worked with a team to organize multiple local, regional and international events.

Administrative Assistant – On the Road to Wellness

April 2014 – Present | Manchester/Derry, NH

- Installed computer systems and internal servers and troubleshoot any related issues.
- Responsible for stocking all staff and member supplies.

Education:

Bachelor of Science – Audio & Media Technologies (March 2016)

New England Institute of Art, Brookline, MA

- Received an AiME award for “Excellence in Sound for Visual Media”.
- Received the “Golden Ears” award.
- GPA of 3.7 and Honor Roll Society Member
- Studied Advanced Editing, Mixing, Recording, Processing, Reinforcement, Mastering and Design.

References available upon request.

KATHLEEN ANN CHAMBERS



EDUCATION:

Completed August 31, 2015 October 27, 2014 April 16, 2013	Consumer Rights Training On The Road to Recovery, Derry, NH 03038
Completed August 31, 2015 October 15, 2014 June 16, 2014 April 16, 2013	Sexual Harassment Training On The Road to Recovery, Derry, NH 03038
Completed April 8, 2016* April, 2015 April 4, 2014	Co-Supervision Training: Sessions 1-4 On The Road to Wellness, Derry On The Road to Recovery, Derry *Sessions 1-3 only
Completed December 12, 2013	Conflict Resolution Training On The Road to Recovery, Derry
Completed September 26, 2013	WRAP Overview Tom Doucette, Advanced Level Facilitator for WRAP
September 6, 2013	Counseling on Access to Lethal Means NH-NASW
April 19, 2012	Trauma Informed Care Sponsored by SAMHSA, Manchester, NH
May 25, 2011	NH's Peer Support System: "Leadership for the Future" OCFA, BBH, OIII and DHHS
2008	8 Day Intentional Peer Support Training Shery Mead, Chris Hansen, Lenora Kimball
Completed May 11, 2006	Mental Health Recovery and WRAP Facilitator Certification Training Copeland Center

June 20 through June 24, 2005	40 Hours of WRAP and Peer Support Training Shery Mead
Completed October 15, 2003	Supervision for Nonprofit Managers: Tools and Techniques for Success New Hampshire Center for Nonprofits
October 12 through October 19, 2002	Institute 1 For Peer Support Shery Mead, Lora Boisvert, Tom Schweiger, Rona Frazer
Completed June 27, 2002	Recovery Workshop Series Based on the work of Mary Ellen Copeland, MA, MS Ken Braiterman and Valerie Angeloro
Completed November 29, 2000	17 Hours of Training in Peer Workshop Leadership CASCAP, 678 Massachusetts Avenue, Cambridge, MA
Spring '75 - Summer'81	Suffolk University, 8 Ashburton Place, Boston, MA Graduated <i>summa cum laude</i> in 1982 with a Bachelor of Science degree in History.

WORK HISTORY:

5/18/11-present	On The Road to Wellness, 12 Birch Street, Derry, NH 03038 Telephone: (603) 552-3177 David Blacksmith, Program Director Employed as a Intentional Peer Support Assistant. Duties include group facilitation
10/99 – 06/10	Circle of L.I.F.E., 11 Wall Street, Derry, NH 03038 Telephone: (603) 432-9072 Linda Wilde, Executive Director
04/10 – 06/10	Employed part-time as a Peer Supporter in a non-profit program helping people with psychiatric disabilities. Duties include group facilitation, communication, and advocacy.
10/03 – 11/09	Employed full-time as Assistant Director supervising as many as seven co-workers; planning and executing plans for day trips, guest speakers, parties, regularly scheduled groups; publishing monthly newsletter, overseeing maintenance and repair of physical plant and van; keeping organization supplied with everything from dish detergent and toilet paper to soda for the soda machine and office

supplies; managing cash; maintaining computers and membership database; maintaining minutes for three monthly meetings; group facilitation, warm line, and transportation.

10/99 – 10/03 Employed as a part-time Peer Supporter. Duties included group facilitation, outreach, transportation, and secretarial/clerical.

9/92 – 3/95 **Upper Valley Food Co-op, 49 North Main Street
White River Junction, VT 05001
Telephone: (603) 295-5804**
Lisa Johnson, General Manager

Employed as a Grocery Buyer and then Grocery Department Manager. Duties included ordering, supervising three co-workers, managing inventory, and customer assistance.

5/78 – 7/81 **H.P. Hood, Inc., 500 Rutherford Avenue
Charlestown, MA 02129**
Al Lockhart, Manager, Industrial Sales

Agri-Mark, inc., 12 Haverhill Street, Andover, MA 01810
Robert Gilchrist, Manager, Traffic

Employed as Secretary, then Administrative Assistant, then Assistant Manager in the Traffic Department at Hood. As Assistant Manager, duties consisted mainly of daily routing the milk trucks to the various plants, thus managing the milk supply. When Hood went out of the business of owning its own milk supply, the job went to Agri-Mark, New England's milk coop, and I went with it. When my place of employment moved out of the Boston area, transportation became a problem and so I left Agri-Mark.

Other Employed in a wide variety of jobs including substitute teacher, tutor, secretarial, clerical, cashier, phone collections, waitress, housesitter, housecleaner, printing press operator, and car wash attendant.

SPECIAL SKILLS: Strong organizational skills, good communicator, exceptional learning ability, good team worker, meticulous.

INTERESTS: Cooking, needlework, history, literature, art.

REFERENCES: Can be provided.



KEVIN A. RODWELL

OBJECTIVE To attain employment in peer support.

EXPERIENCE **MIKE GORMLEY CONSTRUCTION, BURLINGTON MA**
(339)-234-2669
August 2017 – Present

JACK WILLIAMSON CONSTRUCTION, SALEM NH
(603)-670-8025
April 2016 – August 2017

EDUCATION **NORTHERN ESSEX COMMUNITY COLLEGE, HAVERHILL MA, ASSOCIATES IN BUSINESS**
Graduation Year: 2012
GPA: 3.3
Clubs & Activities:
WORK STUDIES (STUDENT ACTIVITIES)

TIMBERLANE REGIONAL HIGH SCHOOL, PLAISTOW NH, SCHOLASTIC DIPLOMA
Graduation Year: 2003
GPA: 3.0
Clubs & Activities:
Peer Outreach, Peer Mediation, Student Council, & Wrestling.

**RELAVENT
EXPERIECE** In my own recovery I have completed and/or am presently participating in the following:

- **IMR** (Triggers/Warning Signs & Relapse Prevention Plan)
- **DBT** (Completed Twice)
- **CBT** (Weekly - One-on-One Psychotherapy)
- **Dual Diagnosis** Group's
- **Medication Management** (Monthly)
- **Case Management** (Weekly)
- **Peer Support** (Weekly)

REFERENCES

DANIEL BELLMORE, RTT ASSOCIATES

(603)-851-2115

PHIL ORLANDO, CUTTER

(603)-560-4478

CORY WESTMORELAND, BANK OF AMERICA

(406)-868-0453

LEE ANN HUSSEY

Summary

Service professional with over 20 years of experience providing support to customers or Members

Education and Certificates

- IPS Core Training
- WRAP Facilitator Training
- Conflict Resolution Training
- Sexual Harassment Training
- Members Rights Training
- Hesser College, Associate in Psychology

Experience

2009 – Present

Team Leader, On the Road to Recovery, Inc.

- Provide leadership to fellow teammates
- Assist in the implementation of program at peer support center
- Create an environment for learning how to live with mental health issues
- Provide an example of the ten values of intentional peer support
- Practice the four tasks and three principles of intentional peer support
- Create, research, and facilitate several peer support groups per week
- Welcome new Members to center and explain the purpose of the center
- Process new Membership Application Forms and maintain Membership Records
- Provide support by developing wellness plans with Members
- Provide conflict resolution for Members and staff
- Facilitate Wellness Recovery Action Plan workshops
- Participate in co-reflection
- Open and close center
- Assist in maintaining physical center
- Order and replenish supplies for the center

2007 – 2009

Transitional Housing Manager, On the Road to Recovery, Inc.

- Notified social workers at New Hampshire Hospital of vacancies
- Collected rent and maintained documentation
- Facilitated meetings between residents
- Met with individuals regarding their progress
- Provided conflict resolution for residents
- Communicated with agencies that referred candidates
- Communicated with agencies that provided housing for residents
- Created and implemented a statistics form, saving hours every month
- Assisted in maintaining physical facility
- Ordered and replenished supplies for the facility

2003 – 2007

Program Assistant, On the Road to Recovery, Inc.

Lionel Grassi

Authorized to work in the US for any employer

WORK EXPERIENCE

Manager on Duty

Tanos Pizzeria LLC - Manchester, NH -

2007-07 - 2018-03

Manage weekly vendor accounts, business expenses, and supply orders.

Employee hiring, training

Manage front/back house restaurant operations

Prepare and distribute payroll 7 employees

Coordinate employees weekly schedules

Weekly sale and expense analysis

Update & create daily specials and to back up cook on line Food Prep

Handle daily cash records, readings, bank deposits and bookkeeping

Open and close down restaurant

EDUCATION

Associate in Business

Buenos Aires - Buenos Aires, Argentina

1982-04 - 1984-04

SKILLS

Employee Relations, customer service, purchasing, sales, POS , Commercial Kitchen Design

CERTIFICATIONS/LICENSES

Professional food Manager Certification

2001-04 - Present

Nikki Beaulieu

Energetic, caring worker seeking employment with a company that cares about making a difference in the world as much as I do.

WORK EXPERIENCE

Cashier

Lebanon Village Market -

2017-06 - 2017-09

The primary responsibilities are customer service and accurate money-handling but also include Lottery transactions and answering the phones. I also assist the floor staff with organizing new merchandising and stocking the shelves, as well as specific and general cleanup duties.

Salesperson

ITR Economics -

2013-09 - 2015-02

This firm produced its own monthly, quarterly, and yearly materials, products, and magazines. My position was responsible for selling all of these small and big ticket items, hitting monthly sales goals.

Operator

Centralarm Monitoring -

2010-07 - 2013-09

In this fast-paced environment, quality and accuracy are key. As an operator, I was tasked with answering incoming inquiries and outgoing emergency and non-emergency alarm calls. I quickly became one of the Head Trainers and began management training upon returning to the company. Along with these responsibilities, I also helped with clerical work and quality control, by listening to operators' recorded calls, which were used as quality assurance as well as monthly employee reviews.

Licensed Nursing Assistant

Hanover Hill Health Care Center -

2008-03 - 2009-07

LNA: I worked alongside the nursing staff to deliver quality care to senior residents. This included Activities of Daily Living such as dressing, bathing, and feeding.

EDUCATION

Associate's in Fashion Merchandising in Fashion Merchandising

Southern New Hampshire University

License in Nursing Assistance in Active

Aztec Middle College

SKILLS

Microsoft Office

CERTIFICATIONS/LICENSES

CPR/AED

2017-02 - Present

This certification also includes BLS and Narcan administration

LNA

2017-01 - 2018-05

Richard Griffin

OBJECTIVE:

To secure a challenging position as a hardworking and dependable, Intentional Peer Support Assistant who has a passion for helping individuals.

EDUCATION AND CERTIFICATES

On The Road To Wellness

Derry, NH

Intentional Peer Support

10/2013

- I.P.S. Core Training
 - Co-Supervision
 - Sexual Harassment
 - Consumer Rights
 - I.P.S. 2015 Conference
 - AARP driver safety course
-

SKILLS AND QUALIFICATIONS:

- Efficiently manage phone calls.
 - Drive members to and from the center
 - Upkeep the ground maintenance.
 - Facilitate different support groups.
 - Participate in one on ones.
 - Give tours of the center.
 - Provide members with education materials.
 - Filed paper work.
-

EXPERIENCE:

On The Road To Wellness

Derry, New Hampshire

Peer Support Assistant

10/2013 -

- Facilitate various support groups on a weekly basis.
- Facilitate one on ones.
- Give tours of the center.
- Filed new member files.
- Drive the members to and from the center.
- Delivered newsletters.

Scott McCormack

March 1, 1994 –Present

On the Road to Wellness
Peer Support Assistant

Objective:

Intentional peer support
Help members unlearn learned helplessness.

Education:

Salem High School	1985-1989	Salem, NH
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Granite State College	2005-2009	Manchester, NH
Associates in arts and general studies, Dean's list 2008 and 2009		

Granite State College
Bachelor of Science and Behavioral Science 2009-2011
Graduated Magna cum Laude

Additional Training

Intentional Peer Support Core
WRAP 101
Warm-Line

Vanessa Hopkins

Customer service

Authorized to work in the US for any employer

WORK EXPERIENCE

Customer service

School Cafeteria Cook, Pinkerton Academy High School - Derry, NH - 2015-09 - 2016-04

5th Pinkerton Derry New Hampshire, 03038.

Prepared food for over 200 children. Measured food amounts. Checked temperatures. Followed food safety guidelines. Cleaned kitchen. Stocked supplies. Customer service skills. Highly motivated. Quick pace. Passed back ground check.

Customer service skills both in person and on the telephone

Burger King - Derry, NH - 2014-12 - 2015-09

Chashier. High volume. High motivation. Food handling.

Cashier

Hannafords Groceries - Derry, NH - 2012-03 - 2014-11

03038

Cashier. Kept a cash drawer up to \$500. Price checks, bagging, and rain checks. Cleaned conveyor belts, checked timeliness of stock, and rotated stock. Exchanges and returns. Also provided custodial services throughout the store to include refrigerated sections, bathrooms, vacuum, washed windows, utilized compactor, and made pallets.

Homemaker

Self Employed - Derry, NH - 2006 - 2012

Cooked, cleaned, budgeted finances, child care, laundry service, and grocery shopping.

Security Supervisor

Advanced Security - Phoenix, AZ - 2006-07 - 2007-07

85021.

In addition to duties as Security Guard: scheduled staffing and directly reported to the agency's management team.

Security Guard

Advanced Security - Phoenix, AZ - 2004-11 - 2006-07

85021.

Monitored cameras and checked identification. Checked packages brought into and off of property, including checking vehicle trunks. Developed and maintained hourly security logs. Back ground check.

Security Guard

Arrowhead Security Company - Glendale, AZ - 2003 - 2004

15410 N 67th Ave, Number 11, Glendale Ave, 85306.

Monitored security cameras. Developed and maintained hourly security logs. Secured areas and patrolled neighborhood. Back ground check.

EDUCATION

G.E.D.

SKILLS

Customer service including calming angry or frustrated customers. Highly motivated. Quick learner. Counting money. Cashiering. Stocking. Cleaning. Preparing food. Phone skills

ADDITIONAL INFORMATION

SKILLS

Customer service including calming angry or frustrated customers. Highly motivated. Quick learner. Counting money. Cashiering. Stocking. Cleaning. Preparing food. Phone skills

On the Road to Recovery

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
David Blacksmith	Executive Director	42,000	100	42,000
Shelby Hedlund	Program Director	32,240	100	32,240
Peter DeLeault	Bookkeeper	20,800	100	20,800
William Granfield	Peer Support Worker	7,904	100	7,904
Scott McCormack	Peer Support Worker	1,976	100	1,976
Lee Ann Hussey	Peer Support Worker	10,920	100	10,920
Kathleen Chambers	Peer Support Worker	8,892	100	8,892
Kevin Rodwell	Peer Support Worker	9,880	100	9,880
Wesley Cooper	Peer Support Worker	9,880	100	9,880
Vanessa Hopkins	Peer Support Worker	9,880	100	9,880
Lionel Grassi	Peer Support Worker	9,880	100	9,880
Nikki Beaulieu	Peer Support Worker	9,880	100	9,880
New Hire (pending)	Peer Support Worker	9,880	100	9,880
Richard Griffin	Driver	7,410	100	7,410
David Petroski	Driver	7,410	100	7,410
Jayson Blacksmith	Driver	7,410	100	7,410
New Hire (pending)	Driver	7,410	100	7,410



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

G&C Approved

Date 6/29/16
Item # 23

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to enter into Agreements with the vendors listed below, to provide peer support services in an amount not to exceed \$5,518,958, effective July 1, 2016 through June 30, 2018, upon approval by Governor and Executive Council. 55.45% Federal, 44.55% General Funds

Summary of contract amounts by Vendor.

Vendor	Location	Budget Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758
Monadnock Area Peer Support Agency	Keene, NH	\$528,228
On the Road to Recovery, Inc.	Manchester, NH	\$885,716
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690
The Alternative Life Center	Conway, NH	\$1,046,552
Tri-City Consumers' Action Co-operative	Rochester, NH	\$369,214
		\$5,518,958

2. Contingent upon approval of Requested Action #1, authorize an advance payment up to a maximum of one-twelfth of the contract price limitation per each Vendor for each State Fiscal Year. If exercised this amount would be \$459,913.17.

Funds are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

Approval of these eight (8) Agreements will allow the Contractors to provide peer support services to adults with long-term and/or severe mental illness. The Contractor will provide services that will enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness. Peer support services include supportive interactions and shared experiences using an Intentional Peer Support model that fosters recovery from mental illness and self-advocacy skills. Additionally, peer support services teach wellness self-management, and provide outreach by face-to face or telephone calls to provide continued support to consumers who may not be able to attend services. Also warmline line services will be available statewide by providing telephone peer support to assist individuals in addressing a current crisis related to their mental health during hours when an agency is closed for services. These eight peer support agency contractors expect to serve a total of 3,300 consumers during State Fiscal Year 2017. The Agreements require the Contractors increase the number of consumers served by 10% for each subsequent State Fiscal Year.

Approval of the advanced payment for each of the eight (8) Vendors, for each State Fiscal Year, will allow the Contractors to continue to cover operating expenses. These funds cover day to day costs including payroll and occupancy. These agencies face considerable challenges in their day to day operations. The Department considers advance payment to these vendors as a necessary method to ensure ongoing services for the clients that they serve. The Department is in close communications with these agencies and monitors their financial status on an ongoing basis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP2017-BBH-02-PEERS) on the Department of Health and Human Services website March 24, 2016 through April 26, 2016. The Department received eight proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing peer support services would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts. Monthly Board minutes and attachments will be submitted for review as well as a Board member list whenever changes in membership occur. Quarterly review letters based upon review of monthly and quarterly submissions will be sent to the agencies requiring corrective action response when necessary. In addition, the Department monitors the peer support Contractors through quality assurance reviews, monthly meetings, monthly and quarterly financial reporting and quarterly statistical reporting.

The attached Contracts include language that reserves the right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

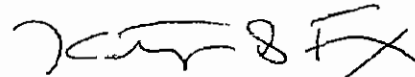
Should Governor and Council determine not to approve this request, 3,300 persons could lose a valuable support they have come to rely on to manage their symptoms of mental illness. Some individuals likely will need a higher level of service including hospitalization.

Area served: Statewide.

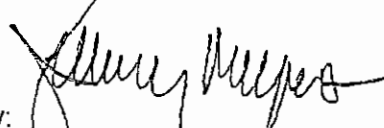
Source of funds: ^{44.55}~~46.55~~% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS-DEPT OF, HHS- BEHAVIORAL HEALTH DIV
OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT

100% Federal Funds

Activity Code: 92207143

The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00

The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00

Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 245,562.00
2018	Contracts for Prog Svs	102-500731	\$ 245,562.00
Subtotal			\$ 491,124.00

Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 135,751.00
2018	Contracts for Prog Svs	102-500731	\$ 135,751.00
Subtotal			\$ 271,502.00

Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 102,362.00
2018	Contracts for Prog Svs	102-500731	\$ 102,362.00
Subtotal			\$ 204,724.00
SUB TOTAL			\$ 3,060,222.00

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES			
100% General Funds			
Activity Code: 92207011			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 233,122.00
2018	Contracts for Prog Svs	102-500731	\$ 233,122.00
Subtotal			\$ 466,244.00

The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 168,555.00
2018	Contracts for Prog Svs	102-500731	\$ 168,555.00
Subtotal			\$ 337,110.00

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Peer Support Services

RFP Name

RFP-2017-BBH-02-PEERS

RFP Number

Reviewer Names

Bidder Name

1. Connection Peer Support Center
2. HEART Peer Support Center
3. Lakes Region Consumer Advisory Board
4. Monadnock Area Peer Support Agency
5. On the Road to Recovery
6. Stepping Stone Drop In Center
7. The Alternative Life Center
8. Tri-City Consumers' Action Cooperative

Maximum Points	Actual Points
575	301
575	271
575	365
575	428
575	481
575	481
575	453
575	454

1. Peter Reid
2. Ann Driscoll
3. Stacey Dubia
4. Tom Grinley
5. Jamie Kelly
6. Elizabeth Fenner-Lukaitis
7.
8.
9.

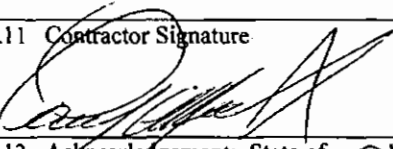

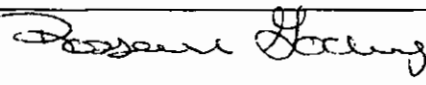
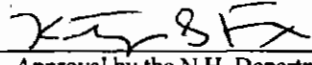
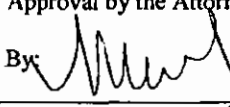
Subject: Peer Support Services (SS-2017-BBH-02-PEERS-05)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name On the Road to Recovery, Inc.		1.4 Contractor Address 13 Organe Street, Manchester, NH 03104	
1.5 Contractor Phone Number 603-623-4523	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$885,716
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul A. Martzic Member - Board of Directors OTATW	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>June 1, 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 <div style="display: flex; align-items: center;"> <div style="text-align: center;">  </div> <div style="margin-left: 20px;">  </div> </div>			
1.13.2 Name and Title of Notary Public or Justice of the Peace <u>Rossana Gochery, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Katya S Fox, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>4/12/14</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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services; social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - a. Rights Protection,
 - b. Peer Advocacy,
 - c. Recovery,
 - d. Employment
 - e. Wellness Management, and
 - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
 - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
 - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
 - b. Referrals to community mental health centers employment programs,
 - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
 - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
 - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
 - 3.2.1. Use a Contractor owned or leased vehicle.
 - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.2.1. Peer Support Services
 - 3.2.2.2. Wellness and Recovery Activities
 - 3.2.2.3. Annual Conferences
 - 3.2.2.4. Regional Meetings
 - 3.2.2.5. Council Meetings
 - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
 - 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
 - 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
 - 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.
- 3.3. Peer Operated Transitional Housing
- 3.3.1. The Contractor shall provide peer operated transitional housing by offering shelter to individuals who are in the process of re-entering the community after being discharged from inpatient or residential services, for mental wellness challenges and who are independent in managing their own medications as follows:
 - 3.3.1.1. Provide to any individual from any of the Regions in New Hampshire regardless of where they may live or work.
 - 3.3.1.2. Provide a form of housing such as an apartment the is adjacent to or attached or part of the peer support agency with the amenities for the individual to live independently
 - 3.3.1.3. Develop individualized Wellness Plans
 - 3.3.1.4. Offer all programs and peer support services provided by the peer support agency
 - 3.3.1.5. Assist the individual with identifying and obtaining benefits such as but not limited to food stamps, heating assistance,
 - 3.3.1.6. Make referrals to community based services and finding permanent housing.
 - 3.3.1.7. Limit the length of stay to 120 days.



Exhibit A

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Regions 7 and 10, and other Regions specific to services identified in Section 3.3.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A Building in compliance with local health, building and fire safety codes,
 - 4.3.2. A Building that is maintained in good repair and be free of hazard,
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
 - 4.3.3.2. At least one telephone for incoming and outgoing calls,
 - 4.3.3.3. A functioning septic or other sewage disposal system, and
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
 - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;



Exhibit A

- 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
- 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;



Exhibit A

- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 6.8.3. The description of time frames necessary for obtaining staff replacements;
- 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,
 - 7.2.6. Harassment, discrimination, and diversity,
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
 - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions
 - 7.3.2. Staffing pattern
 - 7.3.3. Conditions of employment
 - 7.3.4. Grievance procedures
 - 7.3.5. Performance reviews
 - 7.3.6. Individual staff development plans
 - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References



Exhibit A

- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.



Exhibit A

- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development;
 - 7.12.2. Supervision;
 - 7.12.3. Performance Appraisals;
 - 7.12.4. Employment Practices
 - 7.12.5. Harassment;
 - 7.12.6. Program Development;
 - 7.12.7. Complaints and the Complaint Process; and
 - 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.



Exhibit A

- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
- 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 8.1.2. Having a plan for governance that requires:
 - 8.1.2.1. A Board of Directors who:
 - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
 - d. Establish and maintain the bylaws
 - 8.1.2.2. Bylaws that outline the:
 - a. Responsibilities and powers of the Board of Directors,
 - b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
 - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
 - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.



Exhibit A

- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - 8.7.3. Internal Control Procedures; and
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.



Exhibit A

- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
 - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
 - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
 - 10.1.3. Tracking complaints
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
 - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
 - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

11. Deliverables



Exhibit A

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
 - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.



Exhibit A

12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

13.1. The Contractor agrees to quality assurance review as follows:

13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.1.2. Ensure the Department is provided with access that includes but is not limited to:

13.1.2.1. Data

13.1.2.2. Financial records

13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.5. Scheduled phone access to Contractor principals and staff

13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:

13.2.1. Participate in quality improvement review as in Section 13.1

13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.

13.2.3. Review of personnel files for completeness; and

13.2.4. Review of complaint process.

13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:

9.1. Training and Development: \$1,000.

9.2. Capital Reserve Fund: \$2,901.

9.3. Capital Expenditure: \$0

9.4. Crisis Respite: \$0.

9.5. Retirement: \$1,792.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.

11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.

11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.

11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.

11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
- 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
- 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
 - 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
 - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
 - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

Exhibit B-1

BUDGET FORM

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: On the Road To Recovery, Inc.

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/16 through 6/30/17

Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	201,453
602	Employee Benefit	32,777
603	Payroll taxes	15,411
	Subtotal	249,641
620	PROFESSIONAL FEES	
624	Accounting	
625	Audit Fees	7,000
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	7,000
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	93,492
642	Mortgage Payments	0
643	Heating Costs	7,849
644	Other Utilities	6,045
645	Maintenance and Repairs	5,780
646	Taxes	0
647	Other Occupancy Costs	2,400
	Subtotal	115,566
650	CONSUMABLE SUPPLIES	
651	Office	2,373
652	Building/Household	7,798
653	Rehabilitation/Training	
655	Food	1,400
657	Other Consumable Supplies	2,500
	Subtotal	14,071
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	2,901
670	EQUIPMENT RENTAL	5,600
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	200
710	PRINTING	350
720	TELEPHONE/COMMUNICATIONS	11,700
730	POSTAGE/SHIPPING	1,550
	Subtotal	22,301
740	TRANSPORTATION	
741	Board Members	
742	Staff	6,790
743	Members and Participants	12,964
	Subtotal	19,754
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	3,826
763	Comprehensive Property & Liability	8,699
800	OTHER EXPENDITURES	1,000
801	INTEREST EXPENSE	
	Subtotal	13,525
	TOTAL PROGRAM EXPENSES	442,858

Exhibit B-2

BUDGET FORM

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: On the Road To Recovery, Inc.

Budget Request for: Peer Support Services
(Name of RFP)

Budget Period: 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	201,453
602	Employee Benefit	32,777
603	Payroll taxes	15,411
	Subtotal	249,641
620	PROFESSIONAL FEES	
624	Accounting	
625	Audit Fees	7,000
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	7,000
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	93,492
642	Mortgage Payments	0
643	Heating Costs	7,849
644	Other Utilities	6,045
645	Maintenance and Repairs	5,780
646	Taxes	0
647	Other Occupancy Costs	2,400
	Subtotal	115,566
650	CONSUMABLE SUPPLIES	
651	Office	2,373
652	Building/Household	7,798
653	Rehabilitation/Training	
655	Food	1,400
657	Other Consumable Supplies	2,500
	Subtotal	14,071
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	2,901
670	EQUIPMENT RENTAL	5,600
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	200
710	PRINTING	350
720	TELEPHONE/COMMUNICATIONS	11,700
730	POSTAGE/SHIPPING	1,550
	Subtotal	22,301
740	TRANSPORTATION	
741	Board Members	
742	Staff	6,790
743	Members and Participants	12,964
	Subtotal	19,754
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	3,826
763	Comprehensive Property & Liability	8,699
800	OTHER EXPENDITURES	1,000
801	INTEREST EXPENSE	
	Subtotal	13,525
	TOTAL PROGRAM EXPENSES	442,858

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (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



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D




- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Contractor Name:

6/1/16
Date


Name: Paul A. Mentzic
Title: Member Board of Directors
OTRTW



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

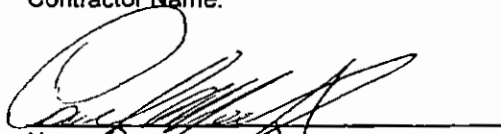
The undersigned certifies, to the best of his or her knowledge and belief, that:

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:

6/1/16
Date


Name: David N. Mertic
Title: Member Board of Directors
OTRTW



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549; 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6/1/16

Date

Contractor Name:

Name: David A. Mestric
Title: Member Board of Directors



**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 PM

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:

6/1/16
Date



Name: Paul A. Mertke
Title: Member BOD
OTRTW

Exhibit G

Contractor Initials PM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

6/1/16
Date

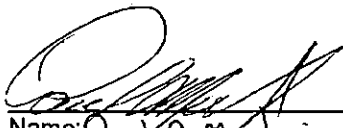

Name: Paul A. Montzic
Title: Member BOO
OTRTW



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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 & Human Services
The State

Katja S Fox
Signature of Authorized Representative

Katja S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/6/16
Date

On the Road to Recovery
OTRTW
Name of the Contractor

Paul A. Mertic
Signature of Authorized Representative

Paul A. Mertic
Name of Authorized Representative

Member Board of Directors OTRTW
Title of Authorized Representative

6/1/16
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:

6/1/16
Date


Name: Paul A. Mentzic
Title: Member BOB OTRTW



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: 281435519
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Peer Support Services**

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Stepping Stone Drop-In Center Association (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 108 Pleasant Street Claremont, NH 03743.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read:
05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$1,135,035.
4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
7. Delete Exhibit B, Paragraph 9, and replace with:
 9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:
 - 9.1. Training and Development: \$1,000.
 - 9.2. Capital Reserve Fund: \$2,901.
 - 9.3. Capital Expenditure: \$0.

New Hampshire Department of Health and Human Services
Peer Support Services



- 9.4. Crisis Respite: \$58,676
- 9.5. Retirement: \$2,253
- 8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 9. Add Exhibit K, DHHS Information Security Requirements.

New Hampshire Department of Health and Human Services
Peer Support Services



This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/18

Date

Katja S Fox
Name: Katja S Fox
Title: Director

The Stepping Stone Drop-In Center Association

May 9, 2018
Date

Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

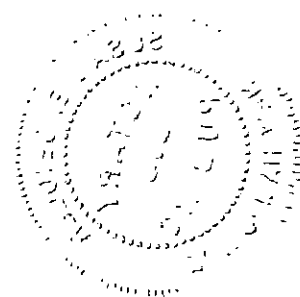
Acknowledgement of Contractor's signature:

State of NH, County of Grafton on May 9, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Susan E. Seidler
Signature of Notary Public or Justice of the Peace

Susan E. Seidler
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/25/20



New Hampshire Department of Health and Human Services
Peer Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date

Christopher G. Astin
Name: Christopher G. Astin
Title: Senior Assistant 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:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.



Exhibit A Amendment #1

- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to, abide by, and support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) intellectual disability; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who self- identify as having a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A Amendment #1

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

3.1.1.1. Peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:

3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

3.1.1.3.3. Emphasize mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators.

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness.

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.



Exhibit A Amendment #1

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - 3.1.1.8.1. Rights Protection,
 - 3.1.1.8.2. Peer Advocacy,
 - 3.1.1.8.3. Recovery,
 - 3.1.1.8.4. Employment,
 - 3.1.1.8.5. Wellness Management, and
 - 3.1.1.8.6. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
 - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
 - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - 3.1.1.11.1. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited).
 - 3.1.1.11.2. Referrals to community mental health centers employment programs.



Exhibit A Amendment #1

- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
 - 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
 - 3.2.1.1. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.1.1.1. Peer Support Services.
 - 3.2.1.1.2. Wellness and Recovery Activities.
 - 3.2.1.1.3. Annual Conferences.
 - 3.2.1.1.4. Regional Meetings.
 - 3.2.1.1.5. Council Meetings.
 - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.



Exhibit A Amendment #1

- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement., and on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Crisis Respite
 - 3.4.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.4.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.4.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.4.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.4.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.4.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.4.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.4.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
 - 3.4.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - 3.4.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.



Exhibit A Amendment #1

- 3.4.1.10. Support the individual in returning to participation in community activities, services and supports.
 - 3.4.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
 - 3.4.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.
- 3.5. Warmline Services
- 3.5.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
 - 3.5.1.1. Are primarily provided to any individual who lives or works in Regions 2 and 5, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
 - 3.5.1.2. Are provided during the hours the peer support agency is closed.
 - 3.5.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - 3.5.1.4. Assist individuals in addressing a current crisis related to their mental health.
 - 3.5.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
 - 3.5.1.6. Are provided by staff that is trained in providing crisis services.
 - 3.5.1.7. May include outreach calls described in Section 3.2.1.5

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 2, and services for consumers statewide.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A building in compliance with local health, building and fire safety codes.
 - 4.3.2. A building that is maintained in good repair and be free of hazard.
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.



Exhibit A Amendment #1

- 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
 - 4.3.3.4.2. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented.

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors.
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process.
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
 - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - 6.1.3.1.3. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:



Exhibit A Amendment #1

- 6.1.4.1. The performance expectations approved by the board.
- 6.1.4.2. The Department's policies and rules.
- 6.1.4.3. The Contract terms and conditions.
- 6.1.4.4. The Quality improvement reviews.
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review by the Department, to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 6.8.3. The description of time frames necessary for obtaining staff replacements.
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
 - 6.9.1. Inclement weather notifications for programming and transportation services.
 - 6.9.2. Emergency evacuation plans for the Agency.



Exhibit A Amendment #1

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system.
 - 7.2.2. All Department policies and rules applicable to the peer support.
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures.
 - 7.2.5. PSA grievance procedures.
 - 7.2.6. Harassment, discrimination, and diversity.
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
 - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions.
 - 7.3.2. Staffing pattern.
 - 7.3.3. Conditions of employment.
 - 7.3.4. Grievance procedures.
 - 7.3.5. Performance reviews.
 - 7.3.6. Individual staff development plans.
 - 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work.
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 7.3.7.3. Criminal Records Check.
 - 7.3.7.4. Previous employment.
 - 7.3.7.5. References.
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis



Exhibit A Amendment #1

(TB) as follows:

- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment.
- 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC).
- 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test.
- 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:



Exhibit A Amendment #1

- 7.9.1. Peer Support.
- 7.9.2. Warmline.
- 7.9.3. Facilitating Peer Support Groups.
- 7.9.4. Sexual Harassment.
- 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.
 - 7.12.2. Supervision.
 - 7.12.3. Performance Appraisals.
 - 7.12.4. Employment Practices.
 - 7.12.5. Harassment.
 - 7.12.6. Program Development.
 - 7.12.7. Complaints and the Complaint Process.
 - 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.



Exhibit A Amendment #1

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
 - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
 - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
 - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
 - 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.



Exhibit A Amendment #1

- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources.
 - 8.11.2. Staff Development.
 - 8.11.3. Financial Responsibilities.
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor shall pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.



Exhibit A Amendment #1

- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit, for Department approval, a grievance and appeals process that includes, but is not limited to:
 - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
 - 10.1.1.1. Consumer name.
 - 10.1.1.2. Date of written grievance.
 - 10.1.1.3. Nature/subject of the grievance.
 - 10.1.1.4. A method to submit an anonymous complaint.
 - 10.1.2. Assisting consumers with the grievance and appeal process including but not limited to filing a complaint.
 - 10.1.3. Tracking complaints.
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee.
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
 - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
 - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7.

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:
 - 11.1.1. The number of members.
 - 11.1.2. The total number of participants.



Exhibit A Amendment #1

- 11.1.3. Program utilization totals and percentages.
- 11.1.4. Number of telephone contacts.
- 11.1.5. Description of outreach activities.
- 11.1.6. Number and description of educational events.
- 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

- 12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual



Exhibit A Amendment #1

year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

- 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

14. Quality Improvement

14.1. The Contractor shall participate in quality assurance reviews as follows:

14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

14.1.2. Ensure the Department is provided with access that includes but is not limited to:

14.1.2.1. Data.

14.1.2.2. Financial records.

14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

14.1.2.5. Scheduled phone access to Contractor principals and staff.

14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:

14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.

14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.

14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.

14.2.4. Review of personnel files for completeness.

14.2.5. Review of complaint process.

14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 BUDGET		
New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>The Stepping Stone Drop-in Center Association</u>		
Budget Request for: <u>Peer Support Services</u> (Name of RFP)		
Budget Period: <u>7/1/18 through 6/30/19</u>		
Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	225,971
602	Employee Benefit	29,572
603	Payroll taxes	17,287
	Subtotal	272,830
620	PROFESSIONAL FEES	
624	Accounting	1,627
625	Audit Fees	7,500
626	Legal Fees	100
627	Other Professional Fees and Consultants	0
	Subtotal	9,227
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	382
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	425
	Subtotal	1,807
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	17,823
643	Heating Costs	9,175
644	Other Utilities	5,022
645	Maintenance and Repairs	8,503
646	Taxes	750
647	Other Occupancy Costs	0
	Subtotal	41,273
650	CONSUMABLE SUPPLIES	
651	Office	2,164
652	Building/Household	3,365
653	Rehabilitation/Training	285
655	Food	3,336
656	Medical	192
657	Other Consumable Supplies	0
	Subtotal	9,342
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	2,400
680	EQUIPMENT MAINTENANCE	5,469
700	ADVERTISING	200
710	PRINTING	300
720	TELEPHONE/COMMUNICATIONS	10,188
730	POSTAGE/SHIPPING	1,397
	Subtotal	22,855
740	TRANSPORTATION	
741	Board Members	0
742	Staff	1,635
743	Members and Participants	5,075
	Subtotal	6,710
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	100
762	Vehicles	3,269
763	Comprehensive Property & Liability	10,422
770	Membership Dues	465
800	OTHER EXPENDITURES	45
801	INTEREST EXPENSE	0
	Subtotal	14,301
TOTAL PROGRAM EXPENSES		378,345

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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State of New Hampshire

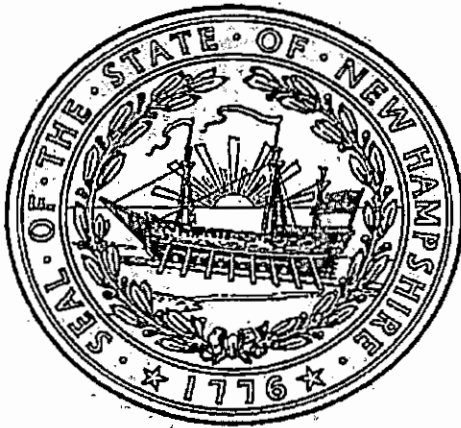
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE STEPPING STONE DROP-IN CENTER ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 08, 1995. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **235613**

Certificate Number : **0004091744**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Colleen Fisk, 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 Stepping Stone Drop-In Center Association.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 9, 2018:
(Date)

RESOLVED: That the Board Treasurer
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 9th day of May, 2018.
(Date Contract Signed)

4. Paul J. Marinelli is the duly elected Board Treasurer
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Colleen Fisk
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

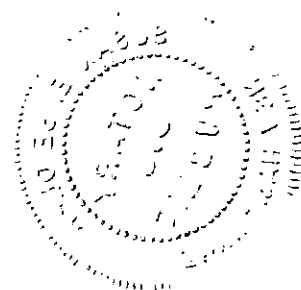
The forgoing instrument was acknowledged before me this 9th day of May, 2018,

By Colleen Fisk
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2/25/20





STEPSTO-04

LCLOUGH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/21/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
A. B. Gile, Inc.
PO Box 66
Hanover, NH 03755

CONTACT NAME:
PHONE (A/C, No, Ext): (603) 643-4540 FAX (A/C, No): (603) 643-6382
E-MAIL ADDRESS:

INSURED
Stepping Stone Drop in Center
Association
108 Pleasant Street
Claremont, NH 03743

INSURER(S) AFFORDING COVERAGE
INSURER A: Philadelphia Insurance Co.
INSURER B: Liberty Mutual Ins. Co.
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1773186	03/22/2018	03/22/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSE AND MOLES \$ 500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1773190	03/22/2018	03/22/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC5-31S-389810-018	03/22/2018	03/22/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation Covered States 3.A. Part One: NH; 3.C. Part Three: Refer To Residual Market Limited Other States Insurance Endorsement WC000326A. Excluded Officers: Paul J. Marinelli, Colleen Fisk, and Lori Brown.

Evidence of Insurance - Employee Dishonesty - Limit: \$30,000 - Deductible: \$500 (Part of Policy PHPK1773186 - Policy Dates 3/22/18 - 3/22/19)

CERTIFICATE HOLDER

CANCELLATION

NH DHHS
129 Pleasant Street
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

The Stepping Stone Drop-In Center Association

Mission Statement

Our program is committed to the creation of a safe, supportive, and educational environment for people struggling with a variety of mental health issues. We emphasize understanding, mutual accountability, and respect for diversity. We offer groups and events in which we learn more about ourselves and how we interact with others. We utilize shared leadership, skill development, team activities, and a holistic model of health to make these groups and events a valuable opportunity for growth and strength.

Adopted 2/27/03

Financial Statements

**STEPPING STONE DROP-IN
CENTER ASSOCIATION**

**FOR THE YEARS ENDED JUNE 30, 2017 AND 2016
AND
INDEPENDENT AUDITORS' REPORT**

STEPPING STONE DROP-IN CENTER ASSOCIATION

FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
Financial Statements	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Notes to Financial Statements	6 - 10
Supplementary Information	
Schedule of Functional Revenue, Support and Expenses	11
Bureau of Behavior Health Refundable Advance – Designated	12

To the Board of Directors of
Stepping Stone Drop-In Center Association
Claremont, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statements of Stepping Stone Drop-In Center Association (the "Association") (a New Hampshire nonprofit corporation), which comprise the statement of financial position as of June 30, 2017, and the related statement of activities, cash flows and notes to the financial statements for the year then ended and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the express purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Stepping Stone Drop-In Center Association as of June 30, 2017, and the changes in its net assets, and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Stepping Stone Drop-In Center Association's 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 24, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of Functional Revenue, Support and Expenses on page 11 and The Bureau of Behavioral Health Refundable Advance - Designated on page 12 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonald & Roberts
Professional Association

October 16, 2017
Wolfeboro, New Hampshire

STEPPING STONE DROP-IN CENTER ASSOCIATION

**STATEMENT OF FINANCIAL POSITION
AS OF JUNE 30, 2017 WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ASSETS</u>		<u>2017</u>	<u>2016</u>
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Total</u>
CURRENT ASSETS				
Cash and cash equivalents - designated	\$ 80,770	\$ -	\$ 80,770	\$ 52,689
Cash and cash equivalents - undesignated	13,183	140	13,323	52,358
Accounts receivable, net	7,445	-	7,445	8,015
Contributions receivable	2,000	-	2,000	3,000
Prepaid expenses	9,490	-	9,490	10,556
Total current assets	112,888	140	113,028	126,618
PROPERTY				
Building	431,602	-	431,602	389,722
Equipment	74,755	-	74,755	74,755
Total	506,357	-	506,357	464,477
Less: accumulated depreciation	(171,403)	-	(171,403)	(152,159)
Property - net	334,954	-	334,954	312,318
TOTAL ASSETS	\$ 447,842	\$ 140	\$ 447,982	\$ 438,936
<u>LIABILITIES AND NET ASSETS</u>				
CURRENT LIABILITIES				
Current portion of long term debt	\$ 13,010	\$ -	\$ 13,010	\$ 12,127
Accounts payable and accrued expenses	1,137	-	1,137	7,412
Accrued payroll and related liabilities	10,682	-	10,682	11,300
Refundable advances	11,839	-	11,839	3,912
Refundable advances - designated	68,931	-	68,931	48,777
Total current liabilities	105,599	-	105,599	83,528
LONG-TERM DEBT, NET OF CURRENT PORTION SHOWN ABOVE	224,597	-	224,597	238,563
Total liabilities	330,196	-	330,196	322,091
NET ASSETS				
Unrestricted	117,646	-	117,646	97,265
Temporarily restricted	-	140	140	19,580
Total net assets	117,646	140	117,786	116,845
TOTAL LIABILITIES AND NET ASSETS	\$ 447,842	\$ 140	\$ 447,982	\$ 438,936

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
REVENUE AND SUPPORT				
Grants	\$ 291,705	\$ -	\$ 291,705	\$ 327,159
Third-party reimbursements	41,599	-	41,599	58,602
Rental income	11,880	-	11,880	11,880
Contributions	5,233	4,400	9,633	7,393
Other	5,667	-	5,667	3,085
Total revenues and gains	356,084	4,400	360,484	408,119
Net assets released from restrictions	23,840	(23,840)	-	-
Total revenues, gains and other support	379,924	(19,440)	360,484	408,119
EXPENSES				
Program services:				
Stepping Stone	172,400	-	172,400	212,353
Next Step	100,744	-	100,744	109,251
Warm Line	22,071	-	22,071	22,623
Respite	35,852	-	35,852	23,078
Other Programs	28,476	-	28,476	25,602
General management allocation	(30,488)	-	(30,488)	(30,217)
Supporting activities:				
General management	30,488	-	30,488	30,217
Total	359,543	-	359,543	392,907
CHANGES IN NET ASSETS	20,381	(19,440)	941	15,212
NET ASSETS, BEGINNING OF YEAR	97,265	19,580	116,845	101,633
NET ASSETS, END OF YEAR	\$ 117,646	\$ 140	\$ 117,786	\$ 116,845

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Changes in net assets	\$ 20,381	\$ (19,440)	\$ 941	\$ 15,212
Adjustments to reconcile increase in net assets to net cash from operating activities:				
Depreciation	19,244	-	19,244	18,439
(Increase) decrease in assets:				
Accounts receivable, net	570	-	570	(8,015)
Contributions receivable	1,000	-	1,000	(3,000)
Prepaid expenses	1,066	-	1,066	(1,998)
Increase (decrease) in liabilities:				
Accounts payable and accrued expenses	(6,275)	-	(6,275)	(6,634)
Accrued payroll and related liabilities	(618)	-	(618)	(3,931)
Refundable advances	7,927	-	7,927	598
Refundable advances - designated	<u>20,154</u>	<u>-</u>	<u>20,154</u>	<u>(9,827)</u>
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>63,449</u>	<u>(19,440)</u>	<u>44,009</u>	<u>844</u>
CASH FLOWS USED IN INVESTING ACTIVITIES				
Additions to property	<u>(41,880)</u>	<u>-</u>	<u>(41,880)</u>	<u>(1,250)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(41,880)</u>	<u>-</u>	<u>(41,880)</u>	<u>(1,250)</u>
CASH FLOWS USED IN FINANCING ACTIVITIES				
Repayment of long-term notes payable	<u>(13,083)</u>	<u>-</u>	<u>(13,083)</u>	<u>(13,245)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(13,083)</u>	<u>-</u>	<u>(13,083)</u>	<u>(13,245)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENT	8,486	(19,440)	(10,954)	(13,651)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>85,467</u>	<u>19,580</u>	<u>105,047</u>	<u>118,698</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 93,953</u>	<u>\$ 140</u>	<u>\$ 94,093</u>	<u>\$ 105,047</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION				
Cash paid during the year for interest	<u>\$ 8,916</u>	<u>\$ -</u>	<u>\$ 8,916</u>	<u>\$ 9,908</u>

See Notes to Financial Statements

STEPPING STONE DROP-IN CENTER ASSOCIATION

NOTES TO FINANCIAL STATEMENTS FOR THE YEARS ENDED JUNE 30, 2017 AND 2016

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Stepping Stone Drop-In Center Association, ("the Association") is a nonprofit organization incorporated under the laws of the State of New Hampshire on September 8, 1995. The Association is a voluntary, non-profit, educational, social, peer support association formed to support and assist people who are, have been, or could be at risk of becoming a consumer of psychiatric and/or psychological services. Services include provision of community resources to consumers through mutual peer support, education of the public regarding human and civil rights of the consumers, as well as societal responsibility for supporting those rights. In addition, Stepping Stone Drop-In Center Association provides assistance and support to consumers in their efforts to improve their own quality of life. Program support is derived primarily from fee for service contracts through the State of New Hampshire.

Basis of Accounting

The financial statements of the Association have been prepared on the accrual basis of accounting in accordance with generally accepted accounting standards and principles established by the Financial Accounting Standards Board (FASB).

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and the liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Basis of Presentation

The Association is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Association.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2017 and 2016, the Association had unrestricted and temporarily restricted net assets.

Cash and Cash Equivalents

The Association considers all highly liquid investments with a maturity of three months or less to be cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Management closely monitors outstanding balances and writes off all balances deemed uncollectible. No allowance for doubtful accounts was considered necessary at June 30, 2017 and 2016.

Contributions Receivable

Contributions receivable, net of allowances for estimated uncollectible amounts, are recorded when there is sufficient evidence in the form of verifiable documentation that an unconditional promise was received. Management has determined that a discount for amounts to be received after one year is not material to record and the contributions are recorded at their initial promise amount. Contributions receivable at June 30, 2017 and 2016 were \$2,000 and \$3,000, respectively.

Advertising

The Association expenses advertising costs as incurred.

Property and Depreciation

Property is stated at cost or fair value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Equipment	5 - 7 years
Buildings	39 years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized with authorization from the State of New Hampshire. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized.

Depreciation expense was \$19,244 and \$18,439 for the years ended June 30, 2017 and 2016, respectively.

Income Taxes

The Association is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Association's tax positions and concluded that the Association has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to the financial statements. With few exceptions, the Association is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2013.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

The costs of providing various programs and other activities have been summarized below.

	<u>2017</u>	<u>2016</u>
Program Services	\$ 329,055	\$ 362,690
Management and general	<u>30,488</u>	<u>30,217</u>
Total	<u>\$ 359,543</u>	<u>\$ 392,907</u>

Donations

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Association's program services. The Board of Directors serves in a volunteer capacity.

Reclassifications

Certain amounts in the prior year financial statements have been reclassified for comparative purposes to conform with the presentation in the current year financial statements.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through October 16, 2017 which is the date that the financial statements were available to be issued.

NOTE 2

DESIGNATED CASH

Certain grant awards contain provisions requiring the Association to maintain separate cash accounts. Amounts deposited in these accounts are designated as to use and are not available for day to day operations. As of June 30, 2017 and 2016, designated cash aggregated \$80,770 and \$52,689, respectively.

NOTE 3**LONG-TERM DEBT**

Long-term debt consisted of the following as of June 30, 2017 and 2016:

	<u>2017</u>	<u>2016</u>
Mortgage note payable to a bank in monthly installments of \$443 for principal and interest through June of 2033. Interest is fixed for five years at 4.5%. The note is secured by certain real estate of the Association.	\$ 58,862	\$ 61,486
Mortgage payable to a bank in monthly installments of \$1,347 for principal and interest through May of 2031. Interest is stated at the five year treasury rate plus 1.5% (adjusted every three years) which resulted in an interest rate of 3.375% at June 30, 2017 and 2016. The note is secured by certain real estate of the Association.	<u>178,745</u>	<u>189,204</u>
	237,607	250,690
Less current portion due within one year	<u>(13,010)</u>	<u>(12,127)</u>
Total	<u>\$ 224,597</u>	<u>\$ 238,563</u>

The scheduled maturities of the notes payable at June 30, 2017 were as follows:

<u>Year Ending June 30</u>	<u>Amount Due</u>
2018	\$ 13,010
2019	13,488
2020	13,984
2021	14,497
2022	15,031
Thereafter	<u>167,597</u>
Total	<u>\$ 237,607</u>

NOTE 4**REFUNDABLE ADVANCES - DESIGNATED**

Under the terms of the service agreement with the Bureau of Behavioral Health (BBH), a division of the State of New Hampshire's Department of Health and Human Services, the Association is required to segregate amounts received in excess of allowable expenses. As of June 30, 2017 and 2016, funds set aside in accordance with this requirement amounted to \$68,931 and \$48,777, respectively.

NOTE 5**ECONOMIC DEPENDENCY**

Over 92% and 95% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services for the years ended June 30, 2017 and 2016, respectively. The future existence of the Association is dependent upon the funding policies and continued support of this source. The loss of this funding could have a material adverse effect on the Association.

NOTE 6**LEASE AGREEMENT**

The Association entered into a lease agreement in April of 2016. The tenant was to pay the Association \$990 per month with the lease expiring as of March 31, 2017. The Association received \$11,880 in rental income for the years ended June 30, 2017 and 2016.

NOTE 7**CONTINGENCIES****Grant Compliance**

The Association receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Association is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Association might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2017 and 2016.

STEPPING STONE DROP-IN CENTER ASSOCIATION

**SCHEDULE OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Stepping Stone</u>	<u>Next Step</u>
REVENUE AND SUPPORT		
Grants	\$ 131,206	\$ 106,252
Third-party reimbursements	22,760	18,839
Rental income	-	-
Contributions	-	-
Other income	-	-
	<hr/>	<hr/>
Total revenue and support	<u>\$ 153,966</u>	<u>\$ 125,091</u>
EXPENSES		
Salaries and wages	\$ 98,698	\$ 58,609
Occupancy costs	8,111	8,749
Employee benefits	12,798	8,555
Depreciation	-	-
Payroll taxes	8,017	2,657
Utilities	6,924	3,008
Audit and accounting fees	5,233	4,688
Insurance	4,990	3,900
Interest expense	2,692	4,653
Telephone	3,827	2,458
Statewide training fees	8,140	-
Travel	3,012	948
Office supplies and expense	3,196	780
Client consumables	2,247	1,074
Staff development and training	1,319	632
Legal fees	75	-
Other	3,121	33
	<hr/>	<hr/>
Total expenses	<u>\$ 172,400</u>	<u>\$ 100,744</u>

<u>Warm Line</u>	<u>Respite</u>	<u>Total BBH Funds</u>	<u>Other Non-BBH Programs</u>	<u>2017 Total</u>	<u>2016 Total</u>
\$ 22,690	\$ 31,557	\$ 291,705	\$ -	\$ 291,705	\$ 327,159
-	-	41,599	-	41,599	58,602
-	-	-	11,880	11,880	11,880
-	-	-	9,633	9,633	7,393
-	3,912	3,912	1,755	5,667	3,085
<u>\$ 22,690</u>	<u>\$ 35,469</u>	<u>\$ 337,216</u>	<u>\$ 23,268</u>	<u>\$ 360,484</u>	<u>\$ 408,119</u>
\$ 16,800	\$ 19,360	\$ 193,467	\$ -	\$ 193,467	\$ 185,735
-	6,657	23,517	- 7,110	30,627	18,618
1,332	2,126	24,811	-	24,811	24,547
-	-	-	19,244	19,244	18,439
1,451	1,675	13,800	-	13,800	16,136
-	486	10,418	54	10,472	10,277
-	-	9,921	-	9,921	7,700
-	252	9,142	127	9,269	14,647
-	-	7,345	1,571	8,916	9,908
2,400	50	8,735	-	8,735	9,234
-	-	8,140	-	8,140	52,105
-	919	4,879	-	4,879	4,350
88	102	4,166	-	4,166	5,121
-	263	3,584	33	3,617	4,069
-	-	1,951	-	1,951	9,150
-	-	75	-	75	249
-	3,962	7,116	337	7,453	2,622
<u>\$ 22,071</u>	<u>\$ 35,852</u>	<u>\$ 331,067</u>	<u>\$ 28,476</u>	<u>\$ 359,543</u>	<u>\$ 392,907</u>

STEPPING STONE DROP-IN CENTER ASSOCIATION

**BUREAU OF BEHAVIORAL HEALTH (BBH) REFUNDABLE ADVANCE - DESIGNATED
FOR THE YEAR ENDED JUNE 30, 2017**

Reconciliation of BBH Refundable Advance

Total FY 2017 BBH funds received	\$ 369,302
Carried over from prior years	3,912
Recognition of funds released by BBH	<u>41,599</u>
Total funds received	<u>414,813</u>
Less:	
BBH expenses	<u>(331,067)</u>
Total approved expenses	<u>(331,067)</u>
Less: Approved BBH Expenses	
Mortgage principle reduction - Claremont at 100%	(2,624)
Mortgage principle reduction - Lebanon at 72%	<u>(7,530)</u>
Total approved expenses	<u>(10,154)</u>
BBH Surplus at June 30, 2017	73,592
Refundable advance balance at June 30, 2016	48,777
Refundable advance used in FY 2017	<u>(41,599)</u>
Refundable advance balance at June 30, 2017	80,770
Less: crises respite advance	<u>(11,839)</u>
Refundable advance (designated) at June 30, 2017	<u>\$ 68,931</u>

The Stepping Stone Drop-in Center Association

BOARD OF DIRECTORS

May 9, 2018

PRESIDENT

Colleen Fisk

Joined on: 8/2011

Term #: 3

Term length: 3 yrs

Expiration: 2020

VICE PRESIDENT

Laurie Cummings-Bowen

Joined on: 5/2016

Term #: 1

Term length: 3 yrs

Expiration: 2019

SECRETARY

Lori Brown

Joined on: 3/2014

Term #: 2

Term length: 3 yrs

Expiration: 2020

TREASURER

Paul Marinelli

Joined on: 2/2015

Term #: 1

Term length: 3 yrs

Expiration: 2018

Nancy Beaudoin

Joined on: 9/2016

Term #: 1

Term length: 3 yrs

Expiration: 2019

Laura Byrne

Joined on: 3/2015

Term #: 1

Term length: 3 yrs

Expiration: 2018

Marilyn Marinelli

Joined on: 7/2014

Term #: 2

Term length: 3 yrs

Expiration: 2020

Gretchen Stokes

Joined on: 5/2017

Term #: 1

Term length: 3 yrs

Expiration: 2020

Jeff White

Joined on: 5/2018

Term #: 1

Term length: 3 yrs

Expiration: 2021

Susan E. Seidler



Objective

To be a member of an organization with a firm commitment to its mission and which aligns with my commitment to intentional peer support, diversity, exceptional work quality, teamwork, personal growth and development, and new ideas.

Skills

I have extensive experience in the administrative aspects of running an organization, including over 30 years of supervisory experience. My organizational strengths include systems thinking, communication, organization, initiative, attention to detail, multi-tasking, discretion, problem-solving, trouble-shooting, creativity, sense of humor, and teamwork.

I am proficient in Mac- and PC-based operating systems and software programs.

Experience

The Stepping Stone Drop-In Center Association

12/2006-Present

(aka Stepping Stone)

Claremont, NH

1/2014-Present: Executive Director

- Provide overall management of the organization, including program development, resource allocation, and business operations.
- Establish clear goals and direction for the organization.
- Inspire and lead a diverse team of professionals as well as the Management Team.
- Advise and inform the Board of Directors.
- Champion the organization's vision, goals, and values.
- Promote the principles and values of Intentional Peer Support, WRAP, and Peer Respite internally and within the greater community.
- Coordinate logistics and payment for statewide peer support training.

2/2007-1/2014: Site & Program Supports Coordinator

- Oversaw the Stepping Stone site and all aspects of program supports.
- Practiced and modeled peer support.
- Participated as member of the Management Team.
- Supervised staff.
- Maintained accurate and reliable program statistics for BBH contract compliance, Board of Director reports, and Food Bank requirements; submitted same according to established timelines.
- Co-facilitated monthly staff meetings.
- Maintained Intentional Peer Support certification and attended trainings as required and recommended.
- Produced monthly newsletter and oversaw distribution.
- Participated as member of Fundraising Committee and PR sub-committee.
- Worked with the Executive Director on RFP, budgeting, audit, and contracts.
- Oversaw business office and human resources functions, including payroll, earned time records, and staff schedule.

12/2006-2/2007: Interim Executive Director

6/2005-12/2006

Kendal at Hanover

Hanover, NH

Health Services Administrative Assistant

- Provided direct support to the Director of Resident Health Care Services and the Director of Nursing; administrative support to the Health Services Management Team and nursing staff.
 - Coordinated and scheduled staff development activities and training for the Health Services department, including maintenance of HealthStream database of credit hours.
 - Provided help-desk and in-depth training in computer software.
 - Participated on the Pharmacy Committee, which included analysis of medication use within Kendal's resident contracts and selection of Medicare D provider.
-

Susan E. Seidler

Experience continued	1983-6/2005	United Developmental Services	Lebanon, NH
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1987-2005: Administrative Assistant for Operations

- Supervised administrative support staff.
- Provided direct support to the Chief Operating Officer/Chief Financial Officer.
- Developed and coordinated efficient and effective office procedures.
- Prepared and disseminated annual budget and funding proposals within established deadlines; prepared *ad hoc* statistical reports; performed data entry and quality control for various State-mandated reports; performed miscellaneous accounting duties; signed company checks.
- Developed and reviewed internal systems to prepare for yearly State inspections of over 30 residences; refined infrastructure according to changes in State and Federal standards.
- Maintained telephone and voice messaging systems with regard to orientation, training, and programming in accordance with staff preference and company policy.

Ad hoc Responsibilities: member of UDS committees on Recruitment, Compensation, Downsizing, Criminal Justice, and Workplace Violence; member of State of NH DHHS committee to revise State certification requirements and evaluation tools; officer on UDS's HIPAA committee.

1996-2005: Network Administrator (concurrently with AA for Operations)

- Provided support across multiple sites in the administration and maintenance of a Windows-based network for 50+ users in accordance with user preference and company protocols.
- Provided help-desk and in-depth training in all aspects of computer hardware and software.
- Developed and maintained data systems to track and graph program utilization and contract compliance.
- Participated in monthly meetings of the NH Bureau of Developmental Services Shared IT Group.

1983-1987: Secretary, Early Intervention Program

Volunteerism	NH Notary Public NH Peer Voice – Treasurer, Board of Directors Stepping Stone – Treasurer, Board of Directors until 12/2006
Education	Certified in Intentional Peer Support – Shery Mead Consultants (aka Intentional Peer Support, LLC) WRAP Overview – The Copeland Center Warmline and Peer Respite – NH State Trainers certified by Intentional Peer Support, LLC NH Grants Institute 3-day training – NH Center for Nonprofits Complaint Investigation – NH Division of Mental Health & Developmental Services University System of NH AA, General Studies, Concentration in Business Management, Organizational Development, and Finance Additional coursework in database development, network management, and accounting

References References are available on request.

MARK W NICHOLS

EDUCATION

NAMI NH's IN OUR OWN VOICE Bow, NH MAY 2014
TRAINED PRESENTER AND VOLUNTEER FOR NATIONAL ALLIANCE OF MENTAL ILLNESS (NAMI) NH

HARTFORD HIGH SCHOOL WHITE RIVER JUNCTION, VT 1984-1987
AREAS OF STUDY – GENERAL STUDIES; MEMBER OF DECA

JOHNSON AND WALES UNIVERSITY PROVIDENCE, RI FALL 1987-SPRING 1988
AREA OF STUDY – HOTEL-RESTAURANT MANAGEMENT

EXPERIENCE

STEPPING STONE DROP-IN CENTER CLAREMONT, NH SEPTEMBER 2010-PRESENT
APRIL 2004-SEPTEMBER 2007

Program Director

Maintain Stepping Stone and Next Step site; supervise Stepping Stone and Next Step, Crisis Respite, and Warmline staff; facilitate wellness and recovery-based groups and programs, and train staff to do same; provide peer support and resources for members; provide statistical information in accordance with NH Bureau of Behavioral Health contract; provide outreach education about peer support, mental health, and stigma to agencies across the Upper Valley and Connecticut River Valley; provide crisis respite education and facilitate completion of crisis respite plans for peer support members Statewide.

ACORN LEBANON, NH SEPTEMBER 2007-2010

Case Manager

Provided client-centered services for persons diagnosed with HIV/AIDS; maintained an understanding of the HIV disease, including re-infection, issues related to co-infections, and basic medical management information; linked clients with community resources, including health care, psychosocial, and other services, using the Case Management Model of social work practice in accordance with the HRSA definition of Medical Case Management; provided counseling to clients to ensure readiness for and adherence to complex HIV/AIDS treatments; provided outreach prevention education for the general community; conducted client intakes, assessments, and referrals; fostered advocacy and community outreach efforts for those who are HIV+, their families, friends, and loved ones; provided crisis intervention and client education; maintained paper and computerized (CAREWARE) documentation in compliance with internal recordkeeping and external funding requirements (e.g., HOPWA, Ryan White).

SERENITY POWER PLUS PLAINFIELD, NH MARCH 2003-APRIL 2004

Product Delivery Driver

Sorted, checked, loaded, and delivered packages according to established timetables; filed paperwork daily; facilitated company vehicle maintenance; purchased fuel for company vehicles using company credit card.

FED EX GROUND WILDER, VT MAY 2001-MARCH 2003

Independent Contractor

Ensured packages were handled and delivered; filed paperwork daily; maintained bookkeeping records; facilitated company vehicle maintenance.

BURGER KING CORPORATION WEST LEBANON, NH AUGUST 1997-APRIL 2001

Restaurant Manager

Hired, trained, and managed employees; prepared staff schedules; maintained inventory, budgets, deposits, and P&Ls; purchased consumables; organized advertising promotions for point of purchase; executed Corporate goals; maintained required level of expertise regarding food safety and management skills.

VOLUNTEER ACTIVITIES

DISABILITY RIGHTS CENTER CONCORD, NH JULY 2014-PRESENT

Member, Board of Directors, Secretary, Chair of the Nominating Committee

STEPPING STONE DROP-IN CENTER CLAREMONT, NH NOVEMBER 2008-SEPTEMBER 2010

President, Board of Directors

ACORN LEBANON, NH MAY 2007-SEPTEMBER 2007

Member, Board of Directors

REFERENCES

Furnished upon request

The Stepping Stone Drop-In Center Association

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Susan E Seidler	Executive Director	\$41,731.87	100%	\$41,731.87
Mark W Nichols	Program Director	\$33,363.20	100%	\$33,363.20



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

G&C Approved

Date 6/29/16
Item # 23

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to enter into Agreements with the vendors listed below, to provide peer support services in an amount not to exceed \$5,518,958, effective July 1, 2016 through June 30, 2018, upon approval by Governor and Executive Council. 55.45% Federal, 44.55% General Funds

Summary of contract amounts by Vendor.

Vendor	Location	Budget Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758
Monadnock Area Peer Support Agency	Keene, NH	\$528,228
On the Road to Recovery, Inc.	Manchester, NH	\$885,716
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690
The Alternative Life Center	Conway, NH	\$1,046,552
Tri-City Consumers' Action Co-operative	Rochester, NH	\$369,214
		\$5,518,958

2. Contingent upon approval of Requested Action #1, authorize an advance payment up to a maximum of one-twelfth of the contract price limitation per each Vendor for each State Fiscal Year. If exercised this amount would be \$459,913.17.

Funds are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

Approval of these eight (8) Agreements will allow the Contractors to provide peer support services to adults with long-term and/or severe mental illness. The Contractor will provide services that will enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness. Peer support services include supportive interactions and shared experiences using an Intentional Peer Support model that fosters recovery from mental illness and self-advocacy skills. Additionally, peer support services teach wellness self-management, and provide outreach by face-to-face or telephone calls to provide continued support to consumers who may not be able to attend services. Also warmline line services will be available statewide by providing telephone peer support to assist individuals in addressing a current crisis related to their mental health during hours when an agency is closed for services. These eight peer support agency contractors expect to serve a total of 3,300 consumers during State Fiscal Year 2017. The Agreements require the Contractors increase the number of consumers served by 10% for each subsequent State Fiscal Year.

Approval of the advanced payment for each of the eight (8) Vendors, for each State Fiscal Year, will allow the Contractors to continue to cover operating expenses. These funds cover day to day costs including payroll and occupancy. These agencies face considerable challenges in their day to day operations. The Department considers advance payment to these vendors as a necessary method to ensure ongoing services for the clients that they serve. The Department is in close communications with these agencies and monitors their financial status on an ongoing basis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP2017-BBH-02-PEERS) on the Department of Health and Human Services website March 24, 2016 through April 26, 2016. The Department received eight proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing peer support services would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts. Monthly Board minutes and attachments will be submitted for review as well as a Board member list whenever changes in membership occur. Quarterly review letters based upon review of monthly and quarterly submissions will be sent to the agencies requiring corrective action response when necessary. In addition, the Department monitors the peer support Contractors through quality assurance reviews, monthly meetings, monthly and quarterly financial reporting and quarterly statistical reporting.

The attached Contracts include language that reserves the right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

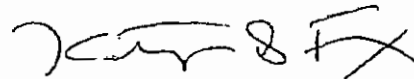
Should Governor and Council determine not to approve this request, 3,300 persons could lose a valuable support they have come to rely on to manage their symptoms of mental illness. Some individuals likely will need a higher level of service including hospitalization.

Area served: Statewide.

Source of funds: ^{44.55}~~46.55~~% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00
The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00
Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 245,562.00
2018	Contracts for Prog Svs	102-500731	\$ 245,562.00
Subtotal			\$ 491,124.00

Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 135,751.00
2018	Contracts for Prog Svs	102-500731	\$ 135,751.00
Subtotal			\$ 271,502.00

Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 102,362.00
2018	Contracts for Prog Svs	102-500731	\$ 102,362.00
Subtotal			\$ 204,724.00
SUB TOTAL			\$ 3,060,222.00

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES

100% General Funds

Activity Code: 92207011

The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 233,122.00
2018	Contracts for Prog Svs	102-500731	\$ 233,122.00
Subtotal			\$ 466,244.00

The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 168,555.00
2018	Contracts for Prog Svs	102-500731	\$ 168,555.00
Subtotal			\$ 337,110.00

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Peer Support Services

RFP Name

RFP-2017-BBH-02-PEERS

RFP Number

Reviewer Names

Bidder Name

1. Connection Peer Support Center
2. HEART Peer Support Center
3. Lakes Region Consumer Advisory Board
4. Monadnock Area Peer Support Agency
5. On the Road to Recovery
6. Stepping Stone Drop In Center
7. The Alternative Life Center
8. Tri-City Consumers' Action Cooperative

Maximum Points	Actual Points
575	301
575	271
575	365
575	428
575	481
575	481
575	453
575	454

1. Peter Reid
2. Ann Driscoll
3. Stacey Dubia
4. Tom Grinley
5. Jamie Kelly
6. Elizabeth Fenner-Lukaitis
7.
8.
9.

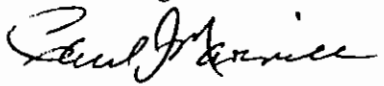

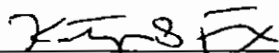
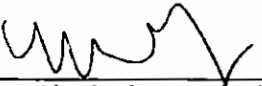
Subject: Peer Support Services (SS-2017-BBH-02-PEERS-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Stepping Stone Drop-In Center Association		1.4 Contractor Address 108 Pleasant Street Claremont, NH 03743	
1.5 Contractor Phone Number 603-543-1388	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$756,690.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Paul J. Marinelli, Treasurer	
1.13 Acknowledgement: State of NH, County of Grafton On May 27, 2016, 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 <div style="text-align: center;">  [Seal] </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Susan E. Seidler, Notary Public			
1.14 State Agency Signature 		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 A. V. Allen On: 6/12/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - a. Rights Protection,
 - b. Peer Advocacy,
 - c. Recovery,
 - d. Employment
 - e. Wellness Management, and
 - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
 - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
 - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
 - b. Referrals to community mental health centers employment programs,
 - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
 - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
 - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
 - 3.2.1. Use a Contractor owned or leased vehicle.
 - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.2.1. Peer Support Services
 - 3.2.2.2. Wellness and Recovery Activities
 - 3.2.2.3. Annual Conferences
 - 3.2.2.4. Regional Meetings
 - 3.2.2.5. Council Meetings
 - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

3.3. Crisis Respite

- 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
 - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
 - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.



Exhibit A

3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.

3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

3.4. Warmline Services

3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:

3.4.1.1. Are primarily provided to any individual who lives or works in Regions 2 and 5, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.

3.4.1.2. Are provided during the hours the peer support agency is closed.

3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.

3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.

3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.

3.4.1.6. Are provided by staff that are trained in providing crisis services.

3.4.1.7. May include outreach calls described in Section 3.2.1.5

4. Geographic Area and Physical Location of Services

4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 2, and other Regions specific to services identified in Section 3.3 and 3.4.

4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.

4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:

4.3.1. A Building in compliance with local health, building and fire safety codes,

4.3.2. A Building that is maintained in good repair and be free of hazard,

4.3.3. A building that includes:

4.3.3.1. At least one indoor bathroom which includes a sink and toilet,

4.3.3.2. At least one telephone for incoming and outgoing calls,

4.3.3.3. A functioning septic or other sewage disposal system, and

4.3.3.4. A source of potable water for drinking and food preparation as follows:

a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New



Exhibit A

Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and

- b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.



Exhibit A

- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 6.8.3. The description of time frames necessary for obtaining staff replacements;
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,



Exhibit A

- 7.2.6. Harassment, discrimination, and diversity,
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
- 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions
 - 7.3.2. Staffing pattern
 - 7.3.3. Conditions of employment
 - 7.3.4. Grievance procedures
 - 7.3.5. Performance reviews
 - 7.3.6. Individual staff development plans
 - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;



Exhibit A

- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development;
 - 7.12.2. Supervision;



Exhibit A

- 7.12.3. Performance Appraisals;
- 7.12.4. Employment Practices
- 7.12.5. Harassment;
- 7.12.6. Program Development;
- 7.12.7. Complaints and the Complaint Process; and
- 7.12.8. Financial Management.
- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 8.1.2. Having a plan for governance that requires:
 - 8.1.2.1. A Board of Directors who:
 - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than



Exhibit A

20% of the board members shall be related by blood, marriage, or cohabitation to other board members.

d. Establish and maintain the bylaws

8.1.2.2. Bylaws that outline the:

- a. Responsibilities and powers of the Board of Directors,
- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
- c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
- d. A procedure by which inactive peer support agency members are removed from the peer support agency board.

8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).

8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).

8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.

8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.

8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.

8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:

8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;

8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

8.7.3. Internal Control Procedures; and

8.7.4. Expense Reimbursement and Advance Policy.

8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.

8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.

8.10. The Contractor's Board of Directors shall:



Exhibit A

- 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
- 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:



Exhibit A

- 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
- 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
 - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.



Exhibit A

- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

- 13.1. The Contractor agrees to quality assurance review as follows:
 - 13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 13.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 13.1.2.1. Data
 - 13.1.2.2. Financial records



Exhibit A

- 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 13.2.1. Participate in quality improvement review as in Section 13.1
 - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 13.2.3. Review of personnel files for completeness; and
 - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:

9.1. Training and Development: \$1,000.

9.2. Capital Reserve Fund: \$2,901.

9.3. Capital Expenditure: \$0.

9.4. Crisis Respite: \$63,303.

9.5. Retirement: \$2,137.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.

11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.

11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.

11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.

11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.

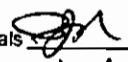

5/27/16



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
- 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
- 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
 - 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
 - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
 - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

Exhibit B-1

BUDGET FORM

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: The Stepping Stone Drop-in Center Association

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/16 through 6/30/17

Line Item	Description	Amount
600	PERSONNEL COSTS	
601	Salary & Wages	223,581
602	Employee Benefit	30,649
603	Payroll taxes	17,104
	Subtotal	271,333
620	PROFESSIONAL FEES	
624	Accounting	0
625	Audit Fees	7,000
626	Legal Fees	200
627	Other Professional Fees and Consultants	0
	Subtotal	7,200
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	356
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	400
	Subtotal	1,756
640	OCCUPANCY COSTS	
641	Rent	
642	Mortgage Payments	17,316
643	Heating Costs	12,500
644	Other Utilities	4,858
645	Maintenance and Repairs	4,950
646	Taxes	750
647	Other Occupancy Costs	
	Subtotal	40,374
650	CONSUMABLE SUPPLIES	
651	Office	1,900
652	Building/Household	4,450
653	Rehabilitation/Training	300
655	Food	2,840
657	Other Consumable Supplies	701
	Subtotal	10,191
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	2,901
670	EQUIPMENT RENTAL	1,740
680	EQUIPMENT MAINTENANCE	5,127
700	ADVERTISING	1,190
710	PRINTING	2,000
720	TELEPHONE/COMMUNICATIONS	8,652
730	POSTAGE/SHIPPING	794
	Subtotal	22,404
740	TRANSPORTATION	
741	Board Members	
742	Staff	2,400
743	Members and Participants	6,588
	Subtotal	8,988
750	Assistance to Individuals	
751	Client Services	350
752	Clothing	
	Subtotal	350
760	INSURANCE	
762	Vehicles	3,668
763	Comprehensive Property & Liability	9,488
800	OTHER EXPENDITURES	2,593
801	INTEREST EXPENSE	
	Subtotal	15,749
	TOTAL PROGRAM EXPENSES	378,345

Exhibit B-2

BUDGET FORM

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: The Stepping Stone Drop-in Center Association

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/17 through 6/30/18

600	PERSONNEL COSTS	
601	Salary & Wages	223,581
602	Employee Benefit	30,649
603	Payroll taxes	17,104
	Subtotal	271,333
620	PROFESSIONAL FEES	
624	Accounting	0
625	Audit Fees	7,000
626	Legal Fees	200
627	Other Professional Fees and Consultants	0
	Subtotal	7,200
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	356
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	400
	Subtotal	1,756
640	OCCUPANCY COSTS	
641	Rent	
642	Mortgage Payments	17,316
643	Heating Costs	12,500
644	Other Utilities	4,858
645	Maintenance and Repairs	4,950
646	Taxes	750
647	Other Occupancy Costs	
	Subtotal	40,374
650	CONSUMABLE SUPPLIES	
651	Office	1,900
652	Building/Household	4,450
653	Rehabilitation/Training	300
655	Food	2,840
657	Other Consumable Supplies	701
	Subtotal	10,191
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	2,901
670	EQUIPMENT RENTAL	1,740
680	EQUIPMENT MAINTENANCE	5,127
700	ADVERTISING	1,190
710	PRINTING	2,000
720	TELEPHONE/COMMUNICATIONS	8,652
730	POSTAGE/SHIPPING	794
	Subtotal	22,404
740	TRANSPORTATION	
741	Board Members	
742	Staff	2,400
743	Members and Participants	6,588
	Subtotal	8,988
750	Assistance to Individuals	
751	Client Services	350
752	Clothing	
	Subtotal	350
760	INSURANCE	
762	Vehicles	3,668
763	Comprehensive Property & Liability	9,488
800	OTHER EXPENDITURES	2,593
801	INTEREST EXPENSE	
	Subtotal	15,749
	TOTAL PROGRAM EXPENSES	378,345



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (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



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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:

May 27, 2016
Date


Name: Paul J. Marinelli
Title: Treasurer



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

May 27, 2014
Date

Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer



**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

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

May 27, 2014
Date

Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

PM
5/27/14



**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

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

May 27, 2016
Date



Name: Paul J. Marinelli
Title: Treasurer

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials





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:

May 27, 2016
Date

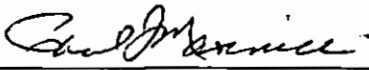

Name: Paul J. Marinelli
Title: Treasurer



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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 & Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/6/16
Date

The Stepping Stone Drop-In Ctr Assn

Name of the Contractor

Paul J. Marinelli
Signature of Authorized Representative

Paul J. Marinelli
Name of Authorized Representative

Treasurer
Title of Authorized Representative

May 27, 2016
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:

May 27, 2016
Date

Paul J. Marinelli
Name: Paul J. Marinelli
Title: Treasurer

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: 037409575
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: _____



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Peer Support Services**

This 2nd Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #2") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Alternative Life Center (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 6 Main Street, Conway, NH, 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23) and as amended on June 21, 2017 (Item #38) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.6, to read:
05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-910010-5710-046-0464; 05-095-910010-5710-046-0462; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$ 1,572,228.
4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A, Amendment #2, Scope of Services.
7. Delete Exhibit B, Paragraph 9, and replace with:
 9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:
 - 9.1. Training and Development: \$1,000.
 - 9.2. Capital Reserve Fund: \$0.



- 9.3. Capital Expenditure: \$0.
- 9.4. Crisis Respite: \$87,561.
- 9.5. Retirement: \$. \$4,049.
- 8. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
- 9. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Peer Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval,
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/18
Date

Katja S Fox
Name: Katja S Fox
Title: Director

The Alternative Life Center

5.2.2018
Date

Bonnie Hayes
Name: Bonnie Hayes
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire County of CARROLL on 5.2.2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Tiffanie A. Curotto
Signature of Notary Public or Justice of the Peace

TIFFANIE A. CUROTTO, Notary Public
My Commission Expires March 26, 2019

Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

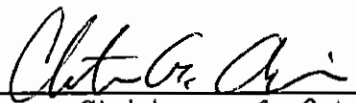
New Hampshire Department of Health and Human Services
Peer Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date


Name: Christopher G. Astin
Title: Senior Assistant 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:



Exhibit A Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the I served by the Contractor.



Exhibit A Amendment #2

- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to, abide by, and support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) intellectual disability; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who self- identify as having a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A Amendment #2

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

3.1.1.1. Peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:

3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

3.1.1.3.3. Emphasize mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators.

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness.

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.



Exhibit A Amendment #2

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - 3.1.1.8.1. Rights Protection,
 - 3.1.1.8.2. Peer Advocacy,
 - 3.1.1.8.3. Recovery,
 - 3.1.1.8.4. Employment,
 - 3.1.1.8.5. Wellness Management, and
 - 3.1.1.8.6. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
 - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
 - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - 3.1.1.11.1. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited).
 - 3.1.1.11.2. Referrals to community mental health centers employment programs.



Exhibit A Amendment #2

- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
 - 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
 - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
 - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
 - 3.1.1.15. Invite guests to participate in peer support activities.
 - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
 - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
 - 3.2.1.1. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.1.1.1. Peer Support Services.
 - 3.2.1.1.2. Wellness and Recovery Activities.
 - 3.2.1.1.3. Annual Conferences.
 - 3.2.1.1.4. Regional Meetings.
 - 3.2.1.1.5. Council Meetings.
 - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.



Exhibit A Amendment #2

- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement., and on an as needed basis to pay for bus rides that are necessary to provide peer support services.
- 3.4. Crisis Respite
 - 3.4.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.4.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.4.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.4.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.4.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.4.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.4.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.4.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
 - 3.4.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - 3.4.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.



Exhibit A Amendment #2

- 3.4.1.10. Support the individual in returning to participation in community activities, services and supports.
- 3.4.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.
- 3.4.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.
- 3.5. Peer Support Services to Glenclyff Home Residents
 - 3.5.1. The Contractor shall provide Intentional Peer Support services as in Exhibit A, Section 3.1.1.3 once a month to Glenclyff Home residents who have approval from the Director of Nursing for said services as follows:
 - 3.5.1.1. Provide in a group setting at Glenclyff Home by a trained Peer Support Team Leader, for up to a one (1) hour session.
 - 3.5.1.2. Schedule peer support group sessions at least two weeks in advance on the meeting date with approval of the Glenclyff Home's Social Service Staff Member and Activities Director.
 - 3.5.1.3. Maintain a list of Glenclyff Home residents that attended each peer support group session and provide a copy of the list to the Social Service Staff member or Activities Director following each group session.
- 3.6. Warmline Services
 - 3.6.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:
 - 3.6.1.1. Are primarily provided to any individual who lives or works in Region 1, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.
 - 3.6.1.2. Are provided during the hours the peer support agency is closed.
 - 3.6.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.
 - 3.6.1.4. Assist individuals in addressing a current crisis related to their mental health.
 - 3.6.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.
 - 3.6.1.6. Are provided by staff that is trained in providing crisis services.
 - 3.6.1.7. May include outreach calls described in Section 3.2.1.5

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 1, and services for consumers statewide.



Exhibit A Amendment #2

- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A building in compliance with local health, building and fire safety codes.
 - 4.3.2. A building that is maintained in good repair and be free of hazard.
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
 - 4.3.3.4.2. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented.

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors.
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process.



Exhibit A Amendment #2

- 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
 - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - 6.1.3.1.3. Each year of experience in the peer support field may be substituted for one year of academic experience.
- 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board.
 - 6.1.4.2. The Department's policies and rules.
 - 6.1.4.3. The Contract terms and conditions.
 - 6.1.4.4. The Quality improvement reviews.
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review by the Department, to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key



Exhibit A Amendment #2

- personnel or other personnel during the period of this Agreement.
- 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 6.8.3. The description of time frames necessary for obtaining staff replacements.
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
- 6.9.1. Inclement weather notifications for programming and transportation services.
 - 6.9.2. Emergency evacuation plans for the Agency.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system.
 - 7.2.2. All Department policies and rules applicable to the peer support.
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures.
 - 7.2.5. PSA grievance procedures.
 - 7.2.6. Harassment, discrimination, and diversity.
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
 - 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions.
 - 7.3.2. Staffing pattern.
 - 7.3.3. Conditions of employment.
 - 7.3.4. Grievance procedures.
 - 7.3.5. Performance reviews.
 - 7.3.6. Individual staff development plans.
 - 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:



Exhibit A Amendment #2

- 7.3.7.1. Citizenship or authorization to work.
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 7.3.7.3. Criminal Records Check.
 - 7.3.7.4. Previous employment.
 - 7.3.7.5. References.
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
- 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment.
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC).
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test.
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.



Exhibit A Amendment #2

- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support.
 - 7.9.2. Warmline.
 - 7.9.3. Facilitating Peer Support Groups.
 - 7.9.4. Sexual Harassment.
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.
 - 7.12.2. Supervision.
 - 7.12.3. Performance Appraisals.
 - 7.12.4. Employment Practices.
 - 7.12.5. Harassment.
 - 7.12.6. Program Development.
 - 7.12.7. Complaints and the Complaint Process.
 - 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.



Exhibit A Amendment #2

- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
 - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
 - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.
 - 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
 - 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).



Exhibit A Amendment #2

- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
 - 8.10.3. Maintain documentation of the process and results of annual board elections.
 - 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources.
 - 8.11.2. Staff Development.
 - 8.11.3. Financial Responsibilities.
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor shall pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.



Exhibit A Amendment #2

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit, for Department approval, a grievance and appeals process that includes, but is not limited to:
 - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
 - 10.1.1.1. Consumer name.
 - 10.1.1.2. Date of written grievance.
 - 10.1.1.3. Nature/subject of the grievance.
 - 10.1.1.4. A method to submit an anonymous complaint.
 - 10.1.2. Assisting consumers with the grievance and appeal process including but not limited to filing a complaint.
 - 10.1.3. Tracking complaints.
 - 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
 - 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee.
 - 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
 - 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
 - 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
 - 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7.



Exhibit A Amendment #2

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:
 - 11.1.1. The number of members.
 - 11.1.2. The total number of participants.
 - 11.1.3. Program utilization totals and percentages.
 - 11.1.4. Number of telephone contacts.
 - 11.1.5. Description of outreach activities.
 - 11.1.6. Number and description of educational events.
 - 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

- 12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.



Exhibit A Amendment #2

- 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
- 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.

14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
 - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 14.1.2.1. Data.
 - 14.1.2.2. Financial records.
 - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
 - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
 - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.



Exhibit A Amendment #2

- 14.2.4. Review of personnel files for completeness.
- 14.2.5. Review of complaint process.
- 14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 BUDGET		
New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>The Alternative Life Center</u>		
Budget Request for: <u>Peer Support Services</u> (Name of RFP)		
Budget Period: <u>7/1/18 through 6/30/19</u>		
Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	304,426
602	Employee Benefit	41,792
603	Payroll taxes	23,289
	Subtotal	369,507
620	PROFESSIONAL FEES	
624	Accounting	7,725
625	Audit Fees	8,300
626	Legal Fees	30
627	Other Professional Fees and Consultants	1,200
	Subtotal	17,255
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	54,124
642	Mortgage Payments	0
643	Heating Costs	1,200
644	Other Utilities	7,755
645	Maintenance and Repairs	1,558
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	64,637
650	CONSUMABLE SUPPLIES	
651	Office	3,680
652	Building/Household	2,400
653	Rehabilitation/Training	0
655	Food	4,020
657	Other Consumable Supplies	0
	Subtotal	10,100
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	DEPRECIATION	0
670	EQUIPMENT RENTAL	2,400
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	350
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	12,020
730	POSTAGE/SHIPPING	1,554
	Subtotal	16,324
740	TRANSPORTATION	
741	Board Members	0
742	Staff	16,376
743	Members and Participants	14,172
	Subtotal	30,548
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	8,916
762	Vehicles	2,100
763	Comprehensive Property & Liability	2,589
800	OTHER EXPENDITURES	1,500
801	INTEREST EXPENSE	0
	Subtotal	15,105
TOTAL PROGRAM EXPENSES		\$524,476

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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5/2/18

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

State of New Hampshire

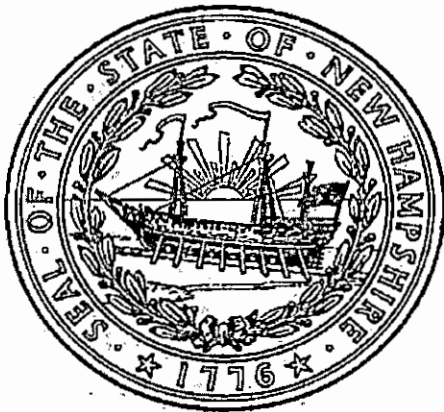
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE ALTERNATIVE LIFE CENTER is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 15, 1999. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 307757

Certificate Number : 0004092018



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, ELAINE South, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of ALTERNATIVE Life Ctr region #1
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 5.2.2018
(Date)

RESOLVED: That the Bonnie Hayes
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 2 day of MAY, 2018.
(Date Contract Signed)

4. Bonnie Hayes is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Elaine South
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of CARROLL

The forgoing instrument was acknowledged before me this 2 day of MAY, 2018.

By Elaine South
(Name of Elected Officer of the Agency)

Tiffanie Curotto
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: _____
TIFFANIE A. CUROTTO, Notary Public
My Commission Expires March 28, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425	CONTACT NAME: Fairley Kenneally PHONE (A/C, No, Ext): (603)293-2791 FAX (A/C, No): (603)293-7188 E-MAIL ADDRESS: fairley@esinsurance.net <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B: FirstComp</td> <td>27626</td> </tr> <tr> <td>INSURER C: Mount Vernon</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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Co		INSURER B: FirstComp	27626	INSURER C: Mount Vernon		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: Mount Vernon															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Alternative Life Center P O Box 241 Conway NH 03818															

COVERAGES
CERTIFICATE NUMBER: 17-18

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK1709242	10/25/2017	10/25/2018	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1709242	10/25/2017	10/25/2018	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Abuse and Molestation \$ 50,000
							COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI \$ 1,000,000
							EACH OCCURRENCE \$ AGGREGATE \$ \$
							<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
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/A	WC0116056-08	10/20/2017	10/20/2018	
C	Directors & Officers			NDO2552060A	10/25/2016	10/25/2019	D & O \$1,000,000 EPLI \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

locations:
 6 Main Street, Conway, NH
 27 Lombard Street, Colebrook, NH
 567 Main Street, Berlin, NH
 267 Main Street, Littleton, NH
 Employee Dishonesty Coverage \$37,500

CERTIFICATE HOLDER

NH DHHS DBH 129 Pleasant Street Concord NH 03301	
--	--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	
---	--

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email: serenitystepspsc@gmail.com

Mission Statement:

The mission of The Alternative Life Center is to provide a sanctuary where people 18 years old and older learn to create a personal vision leading to their own recovery. This journey to recovery occurs in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources.

Financial Statements

THE ALTERNATIVE LIFE CENTER

**FOR THE YEAR ENDED JUNE 30, 2017
AND
INDEPENDENT AUDITORS' REPORT**

THE ALTERNATIVE LIFE CENTER

FINANCIAL STATEMENTS

JUNE 30, 2017

TABLE OF CONTENTS

	<u>Page</u>
Independent Auditors' Report	1-2
Financial Statements:	
Statement of Financial Position	3
Statement of Activities	4
Statement of Cash Flows	5
Notes to Financial Statements	6-9
Supplemental Schedules:	
Schedule of Functional Revenue, Support and Expenses	10
Schedule of Bureau of Mental Health Services (BMHS) Refundable Advance	11

To the Board of Directors of
The Alternative Life Center
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying statement of financial position of The Alternative Life Center (a nonprofit corporation) as of June 30, 2017, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Alternative Life Center as of June 30, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedule of functional revenue, support and expenses and the schedule of Bureau of Mental Health Services (BMHS) Refundable Advance on pages 10 and 11 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the The Alternative Life Center's 2016 financial statements, and our report dated January 25, 2017, expressed an unmodified opinion on those audited financial statements. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2016, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, McDonnell & Roberts
Professional Association*

September 27, 2017
North Conway, New Hampshire

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF FINANCIAL POSITION
JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR JUNE 30, 2016**

ASSETS

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
CURRENT ASSETS				
Cash and cash equivalents - unrestricted	\$ 6,880	\$ 187,198	\$ 194,078	\$ 154,498
Accounts receivable	1,200	840	2,040	8,699
Prepaid expenses	8,214	-	8,214	6,919
Total current assets	<u>16,294</u>	<u>188,038</u>	<u>204,332</u>	<u>170,114</u>
PROPERTY				
Vehicles	90,787	-	90,787	90,787
Equipment	31,811	-	31,811	32,411
Leasehold improvements	4,500	-	4,500	4,500
Total	<u>127,098</u>	<u>-</u>	<u>127,098</u>	<u>127,698</u>
Less: accumulated depreciation	<u>(76,865)</u>	<u>-</u>	<u>(76,865)</u>	<u>(60,719)</u>
Property, net	<u>50,233</u>	<u>-</u>	<u>50,233</u>	<u>66,979</u>
Total assets	<u>\$ 66,527</u>	<u>\$ 188,038</u>	<u>\$ 254,565</u>	<u>\$ 237,093</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Accounts payable	\$ 3,485	\$ -	\$ 3,485	\$ 3,426
Accrued payroll and related taxes	9,622	-	9,622	10,352
Refundable advances - restricted	-	180,051	180,051	156,219
Refundable advances - Crisis Respite	-	7,987	7,987	-
Total current liabilities	<u>13,107</u>	<u>188,038</u>	<u>201,145</u>	<u>169,997</u>
NET ASSETS				
Unrestricted	<u>53,420</u>	<u>-</u>	<u>53,420</u>	<u>67,096</u>
Total net assets	<u>53,420</u>	<u>-</u>	<u>53,420</u>	<u>67,096</u>
Total liabilities and net assets	<u>\$ 66,527</u>	<u>\$ 188,038</u>	<u>\$ 254,565</u>	<u>\$ 237,093</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR JUNE 30, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
SUPPORT AND REVENUE				
Bureau of Mental Health Services support and revenue:				
Grants	\$ 436,158	\$ -	\$ 436,158	\$ 474,802
Interest	153	-	153	143
	<u>436,311</u>	<u>-</u>	<u>436,311</u>	<u>474,945</u>
Total Bureau of Mental Health Services support and revenue				
Other support and revenue:				
Peer support revenue	7,600	-	7,600	7,600
Fundraising	3,312	-	3,312	1,680
Interest	-	-	-	6
Other	-	-	-	100
	<u>10,912</u>	<u>-</u>	<u>10,912</u>	<u>9,386</u>
Other support and revenue				
Total support and revenue	<u>447,223</u>	<u>-</u>	<u>447,223</u>	<u>484,331</u>
EXPENSES				
Program services	385,662	-	385,662	390,074
Management and general	75,237	-	75,237	65,209
	<u>460,899</u>	<u>-</u>	<u>460,899</u>	<u>455,283</u>
Total expenses				
CHANGE IN NET ASSETS	(13,676)	-	(13,676)	29,048
NET ASSETS AT BEGINNING OF YEAR	<u>67,096</u>	<u>-</u>	<u>67,096</u>	<u>38,048</u>
NET ASSETS AT END OF YEAR	<u>\$ 53,420</u>	<u>\$ -</u>	<u>\$ 53,420</u>	<u>\$ 67,096</u>

See Notes to Financial Statements

THE ALTERNATIVE LIFE CENTER

**STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2017 WITH COMPARATIVE TOTALS FOR JUNE 30, 2016**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2017 Total</u>	<u>2016 Total</u>
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ (13,676)	\$ -	\$ (13,676)	\$ 29,048
Adjustments to reconcile change in net assets to net cash provided by operating activities:				
Depreciation	16,746	-	16,746	13,048
Decrease (increase) in assets:				
Accounts receivable	100	6,559	6,659	(8,379)
Prepaid expenses	(1,295)	-	(1,295)	1,268
(Decrease) increase in liabilities:				
Accounts payable	59	-	59	(1,291)
Accrued payroll and related taxes	(730)	-	(730)	(1,573)
Refundable advances - restricted	-	23,832	23,832	(20,257)
Refundable advances - Crisis Respite	-	7,987	7,987	-
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,204</u>	<u>38,378</u>	<u>39,582</u>	<u>11,862</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property	<u>-</u>	<u>-</u>	<u>-</u>	<u>(34,447)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>-</u>	<u>-</u>	<u>-</u>	<u>(34,447)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	1,204	38,378	39,582	(22,585)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>5,676</u>	<u>148,820</u>	<u>154,496</u>	<u>177,081</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 6,880</u>	<u>\$ 187,198</u>	<u>\$ 194,078</u>	<u>\$ 154,496</u>

See Notes to Financial Statements .

THE ALTERNATIVE LIFE CENTER
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2017

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Alternative Life Center (the Center) is a New Hampshire nonprofit corporation providing four sanctuaries where people coping with or recovering from symptoms of mental illness or emotional disorders learn to create a personal vision leading to their own recovery in a compassionate atmosphere through education, peer support, sharing of common experiences and utilizing individual as well as community resources in Conway, Berlin, Colebrook, Littleton and Wolfeboro, New Hampshire and surrounding communities.

Basis of Accounting

The financial statements of the Center have been prepared on the accrual basis of accounting.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. Actual results could differ from those estimates.

Basis of Presentation

The financial statement presentation follows the recommendations of ASC 958, Financial Statements of Not-for-Profit Organizations. Under ASC 958, the Center is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions. For the year ended June 30, 2017, the Center had only unrestricted net assets.

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Center's financial statements for the year ended June 30, 2016, from which the summarized information was derived.

Cash and Cash Equivalents

The Center classifies certificates of deposit as cash equivalents.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Advertising

The Center expenses advertising costs as incurred.

Property and Depreciation

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is computed using straight-line methods over the estimated lives of the related assets as follows:

Vehicles	5 years
Equipment	5 - 7 years
Leasehold improvements	5 years

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related depreciation allowances, and any gain or loss is recognized.

Income Taxes

The Center is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Center to be other than a private foundation.

The Center follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires the Center to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2017, the Center determined it had no tax positions that did not meet the "more likely than not" standard of being sustained by tax authorities.

The Center's open audit periods are 2013 through 2016. The Center does not expect any tax positions to change significantly within the next twelve months.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the programs and supporting services benefited.

Donations

Donated materials and equipment are reflected as contributions in the accompanying financial statements at their estimated values at date of receipt. No amounts have been reflected in the statements for donated services, as no objective basis is available to measure the value of such services; however, a number of volunteers have donated time to the Center's program services. The Board of Directors serves in a volunteer capacity.

Subsequent Events

Subsequent events have been evaluated through September 27, 2017 which is the date that the financial statements were available to be issued.

NOTE 2 REFUNDABLE ADVANCES

The Center records grant revenue as a refundable advance until it is expended for the purpose of the grant, at which time it is recognized as revenue. The balance in refundable advances at June 30, 2017, represents amounts received from the New Hampshire Department of Health and Human Services, Bureau of Mental Health Services that will be expended in the next fiscal year in accordance with the grant agreement.

NOTE 3 FUNDRAISING REVENUE

The Center recorded fundraising activities revenue for proceeds from yard-sale type fundraising events during the year ended June 30, 2017. The Center conducts these activities to raise funds for specific client activities or non-budgeted Center expenses. These funds are kept in separate accounts by the Center, and related expenses are recorded as either fundraising or client expenses. The net income from these activities is not related to the refundable advance received from the New Hampshire Department of Health and Human Services, Bureau of Mental Health Services.

NOTE 4 LEASE AGREEMENTS

The Center leases its facilities under the terms of operating leases that expired June 30, 2017. New one year leases were signed for the year ended June 30, 2017. Lease payments totaled \$49,608 for the year ended June 30, 2017. Future minimum lease payments for the year ended June 30, 2018 are \$49,668.

NOTE 5 CONCENTRATION OF RISK

For the year ended June 30, 2017, approximately 98% of the total support and revenue was derived from the New Hampshire Department of Health and Human Services, Bureau of Mental Health Services. The future existence of the Center is dependent upon the funding policies and continued support of this source.

NOTE 6 CONTINGENCIES**Grant Compliance**

The Center receives funds under a state grant and from Federal sources. Under the terms of these agreements, the Center is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenses were found not to have been made in compliance with the laws and regulations, the Center might be required to repay the funds.

No provisions have been made for these contingencies because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2017.

NOTE 7 RETIREMENT PLAN

The Center maintains a tax sheltered 403(b) plan that covers substantially all full-time employees. The Center contributes up to 3% of the base compensation of eligible participants to the plan. Contributions to the plan for the year ended June 30, 2017 totaled \$2,058.

THE ALTERNATIVE LIFE CENTER
SCHEDULE OF FUNCTIONAL REVENUE, SUPPORT AND EXPENSES
FOR THE YEAR ENDED JUNE 30, 2017

	Peer Support Conway	Peer Support Berlin	Peer Support Colebrook	Peer Support Litchton	Warm Line	Crisis Results	Total BMHS Funds	Other Non-BMHS Programs	2017 Total
REVENUE AND SUPPORT									
Grants	\$ 108,698	\$ 67,083	\$ 84,737	\$ 131,024	\$ 24,337	\$ 20,281	\$ 438,158	\$ -	\$ 438,158
Peer support revenue	-	-	-	-	-	-	-	7,600	7,600
Fundraising	-	-	-	-	-	-	-	3,312	3,312
Interest	153	-	-	-	-	-	153	-	153
Total revenue and support	\$ 108,849	\$ 67,083	\$ 84,737	\$ 131,024	\$ 24,337	\$ 20,281	\$ 438,311	\$ 10,912	\$ 447,223
EXPENSES									
Program Services:									
Salaries and wages	\$ 38,145	\$ 34,876	\$ 47,815	\$ 45,175	\$ 18,681	\$ 14,683	\$ 197,135	\$ 4,205	\$ 201,340
Payroll taxes	1,814	2,867	3,839	846	1,569	1,246	12,361	260	12,841
Employee benefits	4,968	1,117	3,837	7,526	684	303	18,343	258	18,501
Rent	14,947	9,660	10,740	12,800	-	-	47,947	-	47,947
Education and in service training	15,833	-	-	-	-	2,177	18,130	-	18,130
Professional fees	12,782	-	-	-	-	-	12,782	216	12,998
Travel - staff transportation	4,678	124	6,008	10,687	-	360	21,167	658	22,015
Depreciation	8,372	-	-	-	-	-	8,372	-	8,372
Insurance	8,334	-	-	-	-	-	8,334	-	8,334
Telephone and internet	2,782	1,840	2,198	2,339	1,440	-	10,409	-	10,409
Transportation - client services	2,711	443	816	483	-	261	4,784	-	4,784
Utilities	3,687	1,576	1,284	877	-	-	7,233	-	7,233
Office supplies and advertising	352	437	610	476	-	138	2,011	-	2,011
Consumable supplies and food	525	777	368	571	-	572	3,133	-	3,133
Building and household supplies	782	623	682	300	-	330	2,687	-	2,687
Repairs and maintenance	1,613	52	19	177	-	180	2,041	-	2,041
Postage	-	5	97	19	-	24	145	-	145
Membership expenses	-	-	-	-	-	-	-	2,048	2,048
Other	680	-	-	88	-	29	785	-	785
Total program services expenses:	\$ 121,783	\$ 54,198	\$ 77,343	\$ 81,952	\$ 22,264	\$ 20,281	\$ 377,618	\$ 7,843	\$ 385,662
Management and general:									
Salaries and wages	\$ 8,642	\$ -	\$ -	\$ 31,224	\$ -	\$ -	\$ 39,866	\$ -	\$ 39,866
Payroll taxes	1,784	-	-	5,236	-	-	7,002	-	7,002
Employee benefits	229	-	-	2,782	-	-	3,021	-	3,021
Rent	1,681	-	-	-	-	-	1,681	-	1,681
Professional fees	8,361	-	-	-	-	-	8,361	-	8,361
Depreciation	8,373	-	-	-	-	-	8,373	-	8,373
Insurance	4,007	-	-	-	-	-	4,007	-	4,007
Telephone and internet	935	-	-	-	-	-	935	-	935
Office supplies and advertising	2,011	-	-	-	-	-	2,011	-	2,011
Total management and general	\$ 35,983	\$ -	\$ -	\$ 39,254	\$ -	\$ -	\$ 75,237	\$ -	\$ 75,237
Total expenses	\$ 157,766	\$ 54,198	\$ 77,343	\$ 121,206	\$ 22,264	\$ 20,281	\$ 453,056	\$ 7,843	\$ 460,899

THE ALTERNATIVE LIFE CENTER

**SCHEDULE OF BUREAU OF MENTAL HEALTH SERVICES (BMHS)
REFUNDABLE ADVANCE
FOR THE YEAR ENDED JUNE 30, 2017**

Total FY 2016 BMHS funds received	\$ 464,977
Recognition of funds released by BMHS	<u>12,980</u>
Total funds received	477,957
BMHS expenses (taken from audit report)	(453,056)
Receipt of funds from sale of van purchased with BMHS funds	3,000
Interest on BMHS funds held	153
Depreciation expense	<u>16,745</u>
BMHS surplus	44,799
Refundable advance balance at June 30, 2016	156,219
Refundable advances used	<u>(12,980)</u>
Refundable advance balance at June 30, 2017	188,038
Less: refundable advance - Crisis Respite	<u>(7,987)</u>
Refundable advance - restricted balance at June 30, 2017	<u>\$ 180,051</u>

Laura Mekinova

OBJECTIVE

To challenge myself and grow in my position and life.

EDUCATION

2015	WRAP Facilitator
2014	Peer Specialist Certification
2013	Intentional Peer Support Trainer
2008	Certified in intentional Peer Support
1998	G.E.D

WORK EXPERIENCE

May 2014- Present

Intentional Peer Support Trainer

Responding for effectively training the Peer Support Agencies in intentional Peer Support, also maintaining their Co Reflections, Warm line trainings, Conflict Resolutions, and Crisis Respite training.

December 2006 – Present

The Alternative Life Center

Started as floor staff and currently Executive Director. Duties include but not limited to, facilitating support/wellness groups, building community ties and contacts, promoting the wellness of the individuals we serve. Overseeing four sites, one outreach, a warm line, a respite and two peer specialist positions.

May 2006- December 2006

Sunny Garden Restaurant

Waitressing

November 2005- April 2006

HR Block

Bookkeeper and accounts payable

SKILLS

Computer literate, effective communication skills, and a team player. Proficient writing skills.

REFERENCES

Available upon request.

Joanne Hill

440-211-1111
1111-1111-1111
1111-1111-1111

1987 - 1992
1992 - 1993

To obtain a position where I can utilize my acquired skills and advance my
OBJECTIVE experiences in serving the public.

2007 – Present Alternative Life Center – Colebrook NH
Team Leader
My Responsibilities consist of overseeing staff and members.
Helping members become more secure with themselves and the community.
Assist members with Wrap Programs and IPS
Represent the Haven at Recourse Committee.

1998 • 2006 Waitress and Bar Tender. Colebrook Country Club, Cedar Lounge &
Was trustworthy to assist with service planning, functions, and finances.
Was able to deescalate potentially dangerous situations.

1994 • 1998 UCVMHHS and Vershire Center - Colebrook, NH
Patient Advocate
Responsible for handicapped individuals finances and housing.
Distribution of medications and social communications and ADL skills.
Documentation for State data and monthly report progress reports
Had superb feedback and accolades from supervisors and patients as well.

Leominster Day Habilitation Center - Leominster, Ma.

Behavior Specialist Assistant

Taught and supervised staff as to the implementation of behavioral programs
at the Day facility and independent group homes.

Documented information for Senior Case Manager for
evaluation and
reassessments.

Organized and managed human rights committee meetings and was
appointed representative for semi-annual and annual meetings for district.

Leominster Day Habilitation Center

Vocational Instructor

Taught vocational, social, communicative and daily living skills to
disadvantaged individuals.

Implemented behavior programs as assigned.

Documented data and monthly progress reports.

EDUCATION

Mount Wachussett Community College, Gardener, Ma - Associate Degree in Art

Denver State School - Certificate in CPT and Mentoring Crisis Intervention

Leominster Day Habilitation - Certificate in Safety Techniques & Crisis
intervention.

Berlin, NH Technical College -- Ethics and Behavior Modification

Available upon request.

RESUME

Objective: Team Leader the Conway Peer Support Center

Qualifications and Skills

Taken many certificates in IPS, WRAP, Co-Reflection along with respite.

Experience

Conway Peer Support Center: 2004-current

Able to supervise employees. Make out schedules. Able to follow directions with superiors. Able to attend qualified trainings that are necessary. Able to handle petty cash and to do monthly newsletters.

1995-2004

Night Auditor: Red Jacket/Fox Ridge Resort

Mananged receipts from the hotel. Able to balance the daily and nightly receipts. Able to check in guests along with check outs. Make reservations along with answering the phone.

Education

Graduated from High School in 1974. Some college in business administration. I have received certificates in my present job. I have gone to different training in IPS, WRAP, along with co-reflection and respite training.

Angelique J.Smith

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Employment Objective

A permanent position that allows me to be helpful with others, work as a team player, and utilize my skills.

Experience and Skills

- 2 years experience as a Member, Floor Staff, and Team Leader at Littleton Peer Support Center ALC
- IPS, WRAP, Warmline, Respite, Suicide Prevention Training
- Ability to use office equipment and most computer software
- 3 years as Picker/Packer
- Ability to follow instructions
- Sympathetic and able to relate with those around me

Education

Woodsville High School, Woodsville, NH

Diploma

Ashworth Online College

Medical Billing/Coding

Average Grade: 95%

Related Experience

Littleton Peer Support Center ALC

Littleton Coin Company

July 2016-Current

November 2012-

February 2016

References Available Upon Request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Laura Mekinova	Executive Director	46,904.00	100%	46904.00
Joanne Hill	Assistant Director	25,498.20	100%	25,498.20
Delores Palmer	Program coordinator	24,960.00	100%	24,960.00
Angel Smith	Program coordinator	20,800.00	100%	20,800.00



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Peer Support Services Contract**

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this March 20, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Alternative Life Center (hereinafter referred to as "the Contractor"), a for profit company with a place of business at 6 Main Street, Conway, NH, 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS the Department and Contractor agree to add scope of work and increase the price limitation.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

1. Form P-37, General Provision, Block 1.8 Price Limitation to read: \$1,047,752.
2. Add account number to Form P-37 General Provision, Block 1.6 Account number as follows:
95-910010-5710-046-0464
3. Add to Exhibit A, Section 1.6 to read:
 - 1.6 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.
4. Add to Exhibit A, Section 3.5 Peer Support Services to Glencliff Home Residents to read:
 - 3.5 Peer Support Services to Glencliff Home Residents.
 - 3.5.1 The Contractor shall provide Intentional Peer Support services as in Exhibit A, Section 3.1.1.3 once a month to Glencliff Home residents who have approval by the Director of Nursing for said services as follows:
 - 3.5.1.1 Provide in a group setting at Glencliff Home by a trained Peer Support Team Leader, for up to a one (1) hour session.
 - 3.5.1.2 Schedule peer support group sessions at least two weeks in advance on the meeting date with approval of the Glencliff Home's Social Service Staff Member and Activities Director.
 - 3.5.1.3 Maintain a list of Glencliff Home residents that attended each peer support group session and provide a copy of the list to the Social Service Staff member or Activities Director following each group session.
5. Add Section 21 to Exhibit B to read:
 21. The Department shall reimburse the Contractor at \$100 per session.
 - 21.1 The Vendor shall submit an invoice within thirty days from the date of service. The Vendor shall include in the invoice the date, begin and end time of the completed session, and the number of Glencliff Home residents in attendance.
 - 21.2 Glencliff Home shall make payment to the Contractor within thirty days of the receipt of each approved invoiced for services provided pursuant to this agreement. The Vendor shall mail invoices to: Glencliff Home, Attn: Accounts Payable, PO Box 76, Glencliff NH 03238.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/25/17
Date

Katia S. Fox
Katia S. Fox
Director

The Alternative Life Center

4.17.17
Date

Sam H. Jones
NAME: Sam H. Jones
TITLE: President

Acknowledgement:

State of New Hampshire County of Carroll on April 17, 2017, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Tiffany A. Curotto
Name and Title of Notary or Justice of the Peace

TIFFANIE A. CUROTTO, Notary Public
My Commission Expires March 28, 2019

New Hampshire Department of Health and Human Services
Peer Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 6/5/2017

Name: Nancy J. Smith
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date _____

Name: _____
Title: _____



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

G&C Approved

Date: 6/29/16
Item #: 23

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to enter into Agreements with the vendors listed below, to provide peer support services in an amount not to exceed \$5,518,958, effective July 1, 2016 through June 30, 2018, upon approval by Governor and Executive Council. 55.45% Federal, 44.55% General Funds

Summary of contract amounts by Vendor.

Vendor	Location	Budget Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758
Monadnock Area Peer Support Agency	Keene, NH	\$528,228
On the Road to Recovery, Inc.	Manchester, NH	\$885,716
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690
The Alternative Life Center	Conway, NH	\$1,046,552
Tri-City Consumers' Action Co-operative	Rochester, NH	\$369,214
		\$5,518,958

2. Contingent upon approval of Requested Action #1, authorize an advance payment up to a maximum of one-twelfth of the contract price limitation per each Vendor for each State Fiscal Year. If exercised this amount would be \$459,913.17.

Funds are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

Approval of these eight (8) Agreements will allow the Contractors to provide peer support services to adults with long-term and/or severe mental illness. The Contractor will provide services that will enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness. Peer support services include supportive interactions and shared experiences using an Intentional Peer Support model that fosters recovery from mental illness and self-advocacy skills. Additionally, peer support services teach wellness self-management, and provide outreach by face-to-face or telephone calls to provide continued support to consumers who may not be able to attend services. Also warmline line services will be available statewide by providing telephone peer support to assist individuals in addressing a current crisis related to their mental health during hours when an agency is closed for services. These eight peer support agency contractors expect to serve a total of 3,300 consumers during State Fiscal Year 2017. The Agreements require the Contractors increase the number of consumers served by 10% for each subsequent State Fiscal Year.

Approval of the advanced payment for each of the eight (8) Vendors, for each State Fiscal Year, will allow the Contractors to continue to cover operating expenses. These funds cover day to day costs including payroll and occupancy. These agencies face considerable challenges in their day to day operations. The Department considers advance payment to these vendors as a necessary method to ensure ongoing services for the clients that they serve. The Department is in close communications with these agencies and monitors their financial status on an ongoing basis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP2017-BBH-02-PEERS) on the Department of Health and Human Services website March 24, 2016 through April 26, 2016. The Department received eight proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing peer support services would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts. Monthly Board minutes and attachments will be submitted for review as well as a Board member list whenever changes in membership occur. Quarterly review letters based upon review of monthly and quarterly submissions will be sent to the agencies requiring corrective action response when necessary. In addition, the Department monitors the peer support Contractors through quality assurance reviews, monthly meetings, monthly and quarterly financial reporting and quarterly statistical reporting.

The attached Contracts include language that reserves the right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.

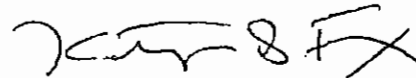
Should Governor and Council determine not to approve this request, 3,300 persons could lose a valuable support they have come to rely on to manage their symptoms of mental illness. Some individuals likely will need a higher level of service including hospitalization.

Area served: Statewide.

Source of funds: ^{44.55}~~45.55~~% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

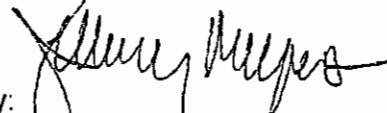
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS- BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00
The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00
Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 245,562.00
2018	Contracts for Prog Svs	102-500731	\$ 245,562.00
Subtotal			\$ 491,124.00

Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 135,751.00
2018	Contracts for Prog Svs	102-500731	\$ 135,751.00
Subtotal			\$ 271,502.00

Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 102,362.00
2018	Contracts for Prog Svs	102-500731	\$ 102,362.00
Subtotal			\$ 204,724.00
SUB TOTAL			\$ 3,060,222.00

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES

100% General Funds

Activity Code: 92207011

The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 233,122.00
2018	Contracts for Prog Svs	102-500731	\$ 233,122.00
Subtotal			\$ 466,244.00

The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 168,555.00
2018	Contracts for Prog Svs	102-500731	\$ 168,555.00
Subtotal			\$ 337,110.00

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Peer Support Services

RFP Name

RFP-2017-BBH-02-PEERS

RFP Number

Reviewer Names

Bidder Name

1. Connection Peer Support Center
2. HEART Peer Support Center
3. Lakes Region Consumer Advisory Board
4. Monadnock Area Peer Support Agency
5. On the Road to Recovery
6. Stepping Stone Drop In Center
7. The Alternative Life Center
8. Tri-City Consumers' Action Cooperative

Maximum Points	Actual Points
575	301
575	271
575	365
575	428
575	481
575	481
575	453
575	454

1. Peter Reid
2. Ann Driscoll
3. Stacey Dubia
4. Tom Grinley
5. Jamie Kelly
6. Elizabeth Fenner-Lukaitis
7.
8.
9.

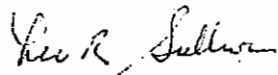
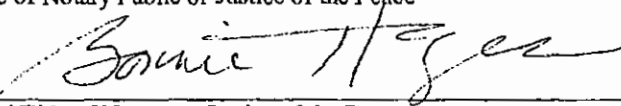
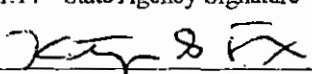
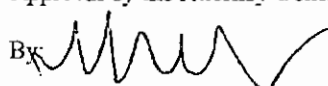
Subject: Peer Support Services (SS-2017-BBH-02-PEERS-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Alternative Life Center		1.4 Contractor Address 6 Main Street, Conway, NH 03818	
1.5 Contractor Phone Number 603-447-1765	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$1,046,552
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Eric B. Borrin President	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>CARROLL</u> On <u>5/31/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		BONNIE L. HAYES Notary Public - New Hampshire My Commission Expires February 6, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace			
1.14 State Agency Signature  Date: <u>6/6/16</u>		1.15 Name and Title of State Agency Signatory Katja S. Fix Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  Mega A. Apple 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.

Exhibit A



Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.

Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.

Exhibit A



3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.

Exhibit A



- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - a. Rights Protection,
 - b. Peer Advocacy,
 - c. Recovery,
 - d. Employment
 - e. Wellness Management, and
 - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
 - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
 - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
 - b. Referrals to community mental health centers employment programs,
 - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.

Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
 - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
 - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
 - 3.2.1. Use a Contractor owned or leased vehicle.
 - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.2.1. Peer Support Services
 - 3.2.2.2. Wellness and Recovery Activities
 - 3.2.2.3. Annual Conferences
 - 3.2.2.4. Regional Meetings
 - 3.2.2.5. Council Meetings
 - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.
- 3.3. Crisis Respite
 - 3.3.1. The Contractor agrees to operate a peer operated Crisis Respite that provides early intervention for individuals (18) years of age and older who have a mental illness and who are experiencing a crisis in the community as follows:
 - 3.3.1.1. Provide to any consumer from any of the Regions in New Hampshire regardless of where they live or work.
 - 3.3.1.2. Provide a short-term crisis respite in a safe environment, staffed by peers, intended to maintain community placement and avoid hospitalization.
 - 3.3.1.3. Provide interventions using a model of Intentional Peer Support (IPS), that focus on individual's strengths and assists in personal recovery and wellness.
 - 3.3.1.4. Provide a place for the person to stay temporarily in order to facilitate recovery and shall be staffed with a trained personnel twenty-four (24) hours per day when participants are in the program.
 - 3.3.1.5. Develop a referral process and making referrals to the local community mental health center for those who require a higher level of care or evaluation for hospitalization.
 - 3.3.1.6. Offer other peer support agency services and supports during the course of stay at the crisis respite program.
 - 3.3.1.7. Provide transportation to and from the crisis respite program to other community-based appointments.
 - 3.3.1.8. Administer a functional assessment that is approved by the Department, at the time of entry and exit from the program.
 - 3.3.1.9. Provide individualized supports with a focus on wellness and recovery that may include Wellness Recovery Action Plan (WRAP), if applicable.
 - 3.3.1.10. Support the individual in returning to participation in community activities, services and supports.



Exhibit A

3.3.1.11. Ensure the individual's health needs if they become ill or injured are addressed during the course of their stay in the crisis respite program.

3.3.1.12. Ensure communication with other service providers involved in the individual's care, with their written consent.

3.4. Warmline Services

3.4.1. The Contractor agrees to provide warmline services that offers on-call telephone peer support services to members, participants, and others that:

3.4.1.1. Are primarily provided to any individual who lives or works in Region 1, or anyone who lives or works elsewhere in the State of New Hampshire or out-of-state.

3.4.1.2. Are provided during the hours the peer support agency is closed.

3.4.1.3. Are mainly provided to individuals in the Contractor's region with the ability to receive calls from and make calls to individuals statewide.

3.4.1.4. Assist individuals in addressing a current crisis related to their mental health.

3.4.1.5. Refer clients to appropriate treatment and other resources in the consumer's service area.

3.4.1.6. Are provided by staff that are trained in providing crisis services.

3.4.1.7. May include outreach calls described in Section 3.2.1.5

4. Geographic Area and Physical Location of Services

4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 1, and other Regions specific to services identified in Section 3.3 and 3.4.

4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.

4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:

4.3.1. A Building in compliance with local health, building and fire safety codes,

4.3.2. A Building that is maintained in good repair and be free of hazard,

4.3.3. A building that includes:

4.3.3.1. At least one indoor bathroom which includes a sink and toilet,

4.3.3.2. At least one telephone for incoming and outgoing calls,

4.3.3.3. A functioning septic or other sewage disposal system, and

4.3.3.4. A source of potable water for drinking and food preparation as follows:

a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New

Exhibit A



Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316
initially and every five (5) years thereafter, and

- b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience: or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.



Exhibit A

- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 6.8.3. The description of time frames necessary for obtaining staff replacements;
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,

Exhibit A

- 7.2.6. Harassment, discrimination, and diversity,
- ~~7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and~~
- 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions
 - 7.3.2. Staffing pattern
 - 7.3.3. Conditions of employment
 - 7.3.4. Grievance procedures
 - 7.3.5. Performance reviews
 - 7.3.6. Individual staff development plans
 - 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;

Exhibit A



- 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
- 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
- 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and
- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development;
 - 7.12.2. Supervision;

Exhibit A

7.12.3. Performance Appraisals;

~~7.12.4. Employment Practices~~

7.12.5. Harassment;

7.12.6. Program Development;

7.12.7. Complaints and the Complaint Process; and

7.12.8. Financial Management.

7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.

7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.

7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.

7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.

7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.

7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:

8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency

8.1.2. Having a plan for governance that requires:

8.1.2.1. A Board of Directors who:

- a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
- b. Have the powers usually vested in the board of directors of a non-for-profit corporation
- c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than

Exhibit A



20% of the board members shall be related by blood, marriage, or cohabitation to other board members.

d. Establish and maintain the bylaws

8.1.2.2. Bylaws that outline the:

- a. Responsibilities and powers of the Board of Directors,
- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
- c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
- d. A procedure by which inactive peer support agency members are removed from the peer support agency board.

8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).

8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).

8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.

8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.

8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.

8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:

8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;

8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;

8.7.3. Internal Control Procedures; and

8.7.4. Expense Reimbursement and Advance Policy.

8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.

8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.

8.10. The Contractor's Board of Directors shall:

Exhibit A

- 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
- 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:

Exhibit A



- 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
- 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint
- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
 - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.

Exhibit A



12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.

12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.

12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.

12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:

12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.

12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

13.1. The Contractor agrees to quality assurance review as follows:

13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.1.2. Ensure the Department is provided with access that includes but is not limited to:

13.1.2.1. Data

13.1.2.2. Financial records

Exhibit A

- 13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- 13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- 13.1.2.5. Scheduled phone access to Contractor principals and staff
- 13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 13.2.1. Participate in quality improvement review as in Section 13.1
 - 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 13.2.3. Review of personnel files for completeness; and
 - 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.



8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:

8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

8.2. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:

9.1. Training and Development: \$1,000.

9.2. Capital Reserve Fund: \$0

9.3. Capital Expenditure: \$0

9.4. Crisis Respite: \$87,561.

9.5. Retirement: \$2,371.

10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

10.1. The invoice must be submitted to:

Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301

11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.

11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.

11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.

11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.

11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
- 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
- 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
- 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
- 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
- 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

Exhibit B-1

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: The Alternative Life Center

Budget Request for: Peer Support Services
(Name of RFP)

Budget Period: 7/1/16 through 6/30/17

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	311,706
602	Employee Benefit	29,181
603	Payroll taxes	23,845
	Subtotal	364,732
620	PROFESSIONAL FEES	
624	Accounting	7,500
625	Audit Fees	8,100
626	Legal Fees	30
627	Other Professional Fees and Consultants	0
	Subtotal	15,630
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	57,888
642	Mortgage Payments	0
643	Heating Costs	0
644	Other Utilities	6,840
645	Maintenance and Repairs	1,160
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	65,888
650	CONSUMABLE SUPPLIES	
651	Office	4,051
652	Building/Household	2,640
653	Rehabilitation/Training	0
655	Food	5,792
657	Other Consumable Supplies	0
	Subtotal	12,483
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	CAPITAL RESERVE FUND	
670	EQUIPMENT RENTAL	1,560
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	300
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	11,773
730	POSTAGE/SHIPPING	1,900
	Subtotal	15,532
740	TRANSPORTATION	
741	Board Members	0
742	Staff	12,329
743	Members and Participants	21,942
	Subtotal	34,271
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	
760	INSURANCE	
762	Vehicles	8,491
763	Comprehensive Property & Liability	5,015
800	OTHER EXPENDITURES	234
801	INTEREST EXPENSE	0
	Subtotal	13,740
	TOTAL PROGRAM EXPENSES	523,276

Exhibit B-2

BUDGET FORM

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: The Alternative Life Center

Budget Request for: Peer Support Services

(Name of RFP)

Budget Period: 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	311,706
602	Employee Benefit	29,181
603	Payroll taxes	23,845
	Subtotal	364,732
620	PROFESSIONAL FEES	
624	Accounting	7,500
625	Audit Fees	8,100
626	Legal Fees	30
627	Other Professional Fees and Consultants	0
	Subtotal	15,630
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	57,888
642	Mortgage Payments	0
643	Heating Costs	0
644	Other Utilities	6,840
645	Maintenance and Repairs	1,160
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	65,888
650	CONSUMABLE SUPPLIES	
651	Office	4,051
652	Building/Household	2,640
653	Rehabilitation/Training	0
655	Food	5,792
657	Other Consumable Supplies	0
	Subtotal	12,483
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	
670	EQUIPMENT RENTAL	1,560
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	300
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	11,773
730	POSTAGE/SHIPPING	1,900
	Subtotal	15,532
740	TRANSPORTATION	
741	Board Members	0
742	Staff	12,329
743	Members and Participants	21,942
	Subtotal	34,271
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	
760	INSURANCE	
762	Vehicles	8,491
763	Comprehensive Property & Liability	5,015
800	OTHER EXPENDITURES	234
801	INTEREST EXPENSE	0
	Subtotal	13,740
	TOTAL PROGRAM EXPENSES	523,276



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

New Hampshire Department of Health and Human Services
Exhibit C

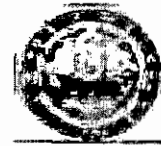


- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

New Hampshire Department of Health and Human Services
Exhibit C



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

**New Hampshire Department of Health and Human Services
Exhibit C**



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☒ if there are workplaces on file that are not identified here.

Contractor Name:

5-31-16
Date

Leo R Sullivan
Name: President
Title:

Conway Peer Support Center, 6 Main St. P.O. Box 241 Conway NH 03818
Serenity Steps 567 Main St. Berlin NH 03570
The Haven 27 Lombard St. Colebrook NH 03576
Littleton Peer Support Center 267 Main St. Littleton NH 03561
Conway Crisis Respite 6 Main St. P.O. Box 241 Conway NH 03818



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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:

5-31-16
Date

Leo R. Sullivan
Name: President
Title:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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:

Lee R Sullivan

5-31-16

Date

Name:

Title:

President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials LRJ

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:

5-31-16

Date

Leo R. Sullivan

Name:

Title: PRESIDENT

Exhibit G

Contractor Initials LRS

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

**New Hampshire Department of Health and Human Services
Peer Support Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Peer Support Services**

This 1st Amendment to the Peer Support Services contract (hereinafter referred to as "Amendment #1") dated this 27th day of April, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-City Consumers' Action Co-operative (hereinafter referred to as "the Contractor"), a consumer cooperative association formed under RSA 301-A with a place of business at 55 Summer Street Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 29, 2016 (Item #23), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract and renew contract services for up to four (4) additional years upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.6, Add Account Numbers, to read:
05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731; 05-95-92-922010-4118-102-500731; 05-95-92-922010-4120-102-500731.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
3. Form P-37 General Provisions, Block 1.8, Price Limitation, to read:
\$553,821.
4. Form P-37 General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
6. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
7. Add Exhibit B-3 Amendment #1, SFY 2019 Budget.
8. Add Exhibit K, DHHS Information Security Requirements.



New Hampshire Department of Health and Human Services
Peer Support Services

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

5/18/18
Date

Katj S Fox
Name: Katj S Fox
Title: Director

5/4/18
Date

Tri-City Consumers' Action Co-operative
Sharon Reynolds
Name: Sharon Reynolds
Title: Board President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Stafford on 4 May, 2018 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Martha Jo Hewitt Notary
Signature of Notary Public or Justice of the Peace

Martha Jo Hewitt Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: _____

MARTHA JO HEWITT
Notary Public - New Hampshire
My Commission Expires February 21, 2023.

New Hampshire Department of Health and Human Services
Peer Support Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/18
Date

Christopher G. Astin
Name: *Christopher G. Astin*
Title: *Senior Assistant 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:



Exhibit A Amendment #1

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self-identify as a recipient, as a former recipient, or at a significant risk of becoming a recipient of mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.
- 1.6. The Contractor agrees that if the performance of services involves the collection, transmission, storage, or disposition of Part 2 substance use disorder (SUD) information or records created by a Part 2 provider the information or records shall be subject to all safeguards of 42 CFR Part 2.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the I served by the Contractor.



Exhibit A Amendment #1

- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.
- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to, abide by, and support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) intellectual disability; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who self- identify as having a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A Amendment #1

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers, including, but not limited to:

3.1.1.1. Peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. No less than forty-four hours of peer support services each week, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Peer support services at a minimum based on the Intentional Peer Support model that:

3.1.1.3.1. Foster recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.

3.1.1.3.2. Foster self-advocacy skills, autonomy, and independence.

3.1.1.3.3. Emphasize mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators.

3.1.1.3.4. Offer alternative views on mental health, mental illness and the effects of trauma and abuse.

3.1.1.3.5. Encourage informed decision-making about all aspects of people's lives.

3.1.1.3.6. Support people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth.

3.1.1.3.7. Emphasize a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness.

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to those who are unable to attend agency activities, visiting people who are hospitalized with a psychiatric condition, and reaching out to people who meet membership criteria and are homeless.



Exhibit A Amendment #1

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - 3.1.1.8.1. Rights Protection,
 - 3.1.1.8.2. Peer Advocacy,
 - 3.1.1.8.3. Recovery,
 - 3.1.1.8.4. Employment,
 - 3.1.1.8.5. Wellness Management, and
 - 3.1.1.8.6. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, and the Mental Health Block Grant State Planner and Mental Health Block Grant Advisory Council, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - 3.1.1.10.1. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment.
 - 3.1.1.10.2. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances.
 - 3.1.1.10.3. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - 3.1.1.11.1. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited).
 - 3.1.1.11.2. Referrals to community mental health centers employment programs.



Exhibit A Amendment #1

- 3.1.1.11.3. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.
 - 3.1.1.12. Inform the members and general public about the peer supports and wellness services available and provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
 - 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery and collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
 - 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
 - 3.1.1.15. Invite guests to participate in peer support activities.
 - 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
 - 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
- 3.2.1. Through use of a Contractor-owned or leased vehicle, the Contractor will:
 - 3.2.1.1. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.1.1.1. Peer Support Services.
 - 3.2.1.1.2. Wellness and Recovery Activities.
 - 3.2.1.1.3. Annual Conferences.
 - 3.2.1.1.4. Regional Meetings.
 - 3.2.1.1.5. Council Meetings.
 - 3.2.2. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.2.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500.



Exhibit A Amendment #1

- 3.2.2.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200.
- 3.2.2.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing.
- 3.2.3. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.3. The Contractor shall acknowledge that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement., and on an as needed basis to pay for bus rides that are necessary to provide peer support services.

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 9.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A building in compliance with local health, building and fire safety codes.
 - 4.3.2. A building that is maintained in good repair and be free of hazard.
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet.
 - 4.3.3.2. At least one telephone for incoming and outgoing calls.
 - 4.3.3.3. A functioning septic or other sewage disposal system.
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - 4.3.3.4.1. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter.
 - 4.3.3.4.2. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented.



Exhibit A Amendment #1

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.
- 5.2. The Contractor will request consumers complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that the membership application shall state the minimum engagement policy, suspension of membership policy, rules of membership, and that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors.
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process.
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - 6.1.3.1.1. An associate's degree or higher administration, business management, education, health, or human services; or
 - 6.1.3.1.2. Each year of experience in the peer support field may be substituted for one year of academic experience: or
 - 6.1.3.1.3. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board.
 - 6.1.4.2. The Department's policies and rules.
 - 6.1.4.3. The Contract terms and conditions.
 - 6.1.4.4. The Quality improvement reviews.
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.



Exhibit A Amendment #1

- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.
- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact for review by the Department, to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 6.8.3. The description of time frames necessary for obtaining staff replacements.
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
- 6.9. The Contractor shall submit a staffing emergency plan within thirty days of the effective date if the contract that includes, but not limited to:
 - 6.9.1. Inclement weather notifications for programming and transportation services.
 - 6.9.2. Emergency evacuation plans for the Agency.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals. Staff training shall be in accordance with NH State Rule He-M 402.05.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system.
 - 7.2.2. All Department policies and rules applicable to the peer support.
 - 7.2.3. Protection of member and participant rights.



Exhibit A Amendment #1

- 7.2.4. Contractor policies and procedures.
- 7.2.5. PSA grievance procedures.
- 7.2.6. Harassment, discrimination, and diversity.
- 7.2.7. Documentation such as incident reports, attendance records, and telephone logs.
- 7.2.8. Confidentiality according to applicable state rule, Department policy and state and federal laws.
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions.
 - 7.3.2. Staffing pattern.
 - 7.3.3. Conditions of employment.
 - 7.3.4. Grievance procedures.
 - 7.3.5. Performance reviews.
 - 7.3.6. Individual staff development plans.
 - 7.3.7. Prior employment or volunteer work, each staff member or volunteer shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work.
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license and a safe driving record if such employee will be transporting members or participants. Records must also indicate participation in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
 - 7.3.7.3. Criminal Records Check.
 - 7.3.7.4. Previous employment.
 - 7.3.7.5. References.
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment.
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC).
 - 7.4.3. Employees with a documented history of TB, documented history of a



Exhibit A Amendment #1

- positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test.
- 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03.
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious.
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out.
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003).
 - 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
 - 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
 - 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
 - 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
 - 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support.
 - 7.9.2. Warmline.
 - 7.9.3. Facilitating Peer Support Groups.
 - 7.9.4. Sexual Harassment.
 - 7.9.5. Member Rights.
 - 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
 - 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.



Exhibit A Amendment #1

- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development.
 - 7.12.2. Supervision.
 - 7.12.3. Performance Appraisals.
 - 7.12.4. Employment Practices.
 - 7.12.5. Harassment.
 - 7.12.6. Program Development.
 - 7.12.7. Complaints and the Complaint Process.
 - 7.12.8. Financial Management.
- 7.13. The Contractor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor shall provide documentation to the Department, within 30 days from the training in Section 7.14, which demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor shall collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency.
 - 8.1.2. Having a plan for governance that requires a Board of Directors who:
 - 8.1.2.1. Have the responsibility for the entire management and control of the property and affairs of the corporation.
 - 8.1.2.2. Have the powers usually vested in the board of directors of a non-for-profit corporation.
 - 8.1.2.3. Are comprised of no fewer than 9 individuals with at least 51% of the individuals who self-identify as consumers.
 - 8.1.2.4. Less 20% of the board members are related by blood, marriage, or cohabitation to other board members.



Exhibit A Amendment #1

- 8.1.2.5. Establish and maintain the bylaws that include, but are not limited to:
 - 8.1.2.5.1. Responsibilities and powers of the Board of Directors.
 - 8.1.2.5.2. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years.
 - 8.1.2.5.3. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency.
 - 8.1.2.5.4. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor shall submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor shall submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash.
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets.
 - 8.7.3. Internal Control Procedures.
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:



Exhibit A Amendment #1

- 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
- 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.
- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources.
 - 8.11.2. Staff Development.
 - 8.11.3. Financial Responsibilities.
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor shall pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit, for Department approval, a grievance and appeals process that includes, but is not limited to:
 - 10.1.1. Receiving complaints orally, or in writing that include but are not limited to.
 - 10.1.1.1. Consumer name.
 - 10.1.1.2. Date of written grievance.



Exhibit A Amendment #1

- 10.1.1.3. Nature/subject of the grievance.
- 10.1.1.4. A method to submit an anonymous complaint.
- 10.1.2. Assisting consumers with the grievance and appeal process including but not limited to filing a complaint.
- 10.1.3. Tracking complaints.
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants.
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee.
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7.

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form, provided by the Department, that provides data for each State Fiscal Year, including, but not limited to:
 - 11.1.1. The number of members.
 - 11.1.2. The total number of participants.
 - 11.1.3. Program utilization totals and percentages.
 - 11.1.4. Number of telephone contacts.
 - 11.1.5. Description of outreach activities.
 - 11.1.6. Number and description of educational events.
 - 11.1.7. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year describing how the Contractor will increase the deliverables described in Section 11.1.

12. Performance Measures

- 12.1. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.



Exhibit A Amendment #1

13. Reporting

- 13.1. The Contractor shall report on forms provided by the Department a list of the trained individuals as in Section 7.
- 13.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 13.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 13.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.
- 13.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:
 - 13.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.
 - 13.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.
 - 13.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.
 - 13.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.
 - 13.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.
- 13.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.
- 13.7. The Contractor will prepare an Annual Report presentation for the benefit of the Mental Health Block Grant Advisory Council.



Exhibit A Amendment #1

14. Quality Improvement

- 14.1. The Contractor shall participate in quality assurance reviews as follows:
 - 14.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
 - 14.1.2. Ensure the Department is provided with access that includes but is not limited to:
 - 14.1.2.1. Data.
 - 14.1.2.2. Financial records.
 - 14.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 14.1.2.5. Scheduled phone access to Contractor principals and staff.
- 14.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:
 - 14.2.1. Participate in bi-annual quality improvement review as in Section 13.1.
 - 14.2.2. Participate in ongoing monitoring and reporting based on the bi-annual review and corrective action plan submitted in conjunction with the Department and Contractor.
 - 14.2.3. Conduct member satisfaction surveys provided by and as instructed the Department.
 - 14.2.4. Review of personnel files for completeness.
 - 14.2.5. Review of complaint process.
- 14.3. The Contractor shall provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Exhibit B-3 Amendment #1

SFY 2019 Budget		
New Hampshire Department of Health and Human Services		
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD		
Bidder Name: <u>Tri-City Consumers' Action Co-operative</u>		
Budget Request for: <u>Peer Support Services</u> (Name of RFP)		
Budget Period: <u>7/1/18 through 6/30/19</u>		
Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	101,027
602	Employee Benefit	18,300
603	Payroll taxes	7,729
	Subtotal	127,056
620	PROFESSIONAL FEES	
624	Accounting	0
625	Audit Fees	4,600
626	Legal Fees	0
627	Other Professional Fees and Consultants	0
	Subtotal	4,600
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	0
632	In-Service Training	1,000
633	Conferences and Conventions	0
634	Other Staff Development	0
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	16,943
643	Heating Costs	7,561
644	Other Utilities	3,102
645	Maintenance and Repairs	600
646	Taxes	0
647	Other Occupancy Costs	0
	Subtotal	28,206
650	CONSUMABLE SUPPLIES	
651	Office	800
652	Building/Household	1,622
653	Rehabilitation/Training	0
655	Food	300
657	Other Consumable Supplies	535
	Subtotal	3,257
	Other Expenses	
660	CAPITAL EXPENDITURES	0
665	DEPRECIATION	0
670	EQUIPMENT RENTAL	2,400
680	EQUIPMENT MAINTENANCE	0
700	ADVERTISING	0
710	PRINTING	0
720	TELEPHONE/COMMUNICATIONS	3,200
730	POSTAGE/SHIPPING	600
	Subtotal	6,200
740	TRANSPORTATION	
741	Board Members	0
742	Staff	1,000
743	Members and Participants	6,100
	Subtotal	7,100
750	Assistance to Individuals	
751	Client Services	0
752	Clothing	0
	Subtotal	0
760	INSURANCE	
761	Malpractice & Bonding	0
762	Vehicles	1,858
763	Comprehensive Property & Liability	4,830
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	0
	Subtotal	7,188
TOTAL PROGRAM EXPENSES		184,607

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

SR
5/4/18

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

SLR
5/4/18

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

SLR
5/4/18

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

SLR

5/4/18

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

SLR

5/4/18

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

- A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

- C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

- D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

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5/4/18

State of New Hampshire

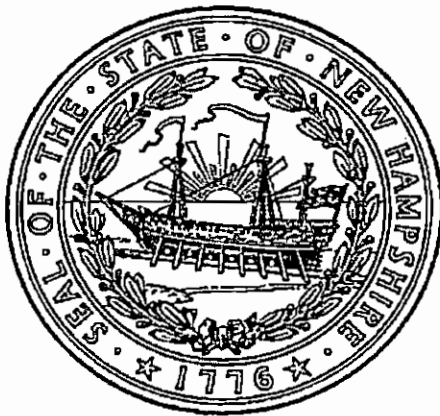
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TRI-CITY CONSUMERS' ACTION CO-OPERATIVE is a New Hampshire Consumer Cooperative registered to transact business in New Hampshire on December 30, 1994. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **222319**

Certificate Number: **0004089070**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Kathy Downing, Vice Chair, Board of Directors, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Tri-City Consumers' Action Cooperative _____
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 4, 2018 (telephonic vote) _____:
(Date)

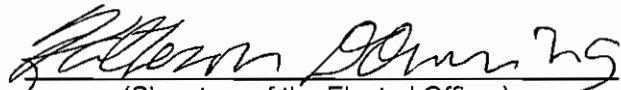
RESOLVED: That Sharon Reynolds, President, Board of Directors _____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 4 day of May, 2018..
(Date Contract Signed)

4. Sharon Reynolds is the duly elected President of the Board _____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

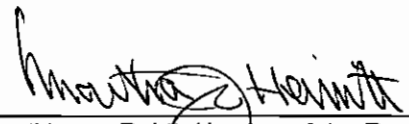

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

The forgoing instrument was acknowledged before me this 4 day of May, 2018,

By Kathy Downing _____
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

MARTHA JO HEWITT
(NOTARY PUBLIC - New Hampshire)
My Commission Expires February 21, 2023

Commission Expires: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bernier Insurance Inc. 32 Wakefield St Rochester, NH 03867	CONTACT NAME:	
	PHONE (A/C, No, Ext): (603) 335-2345	FAX (A/C, No): (603) 994-4663
	E-MAIL ADDRESS: info@bernierins.com	
INSURED Tri-City Consumers' Action Co-Operative 55 Summer Street Rochester, NH 03867	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Philadelphia Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

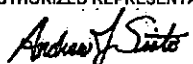
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1667696	08/02/2017	08/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1693606	08/02/2017	08/02/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			PHPK1667696	08/02/2017	08/02/2018	\$1,000,000/Incident 2,000,000
A	E&O, EPL			PHSD1254884	08/02/2017	08/02/2018	Aggregate- All Parts 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Non-Profit Organization - Human Services

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301-3852	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Client#: 36350

TRICO3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER People's United Ins. Agency NH 1555 Lafayette Rd. 2nd Fl. Portsmouth, NH 03801		CONTACT NAME: Thomas Brey PHONE (A/C, No. Ext): 860-524-7682 FAX (A/C, No): E-MAIL ADDRESS: Thomas.Brey@peoples.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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	ADDLSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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 Y	6S62UB4767P50117	07/06/2017	07/06/2018	PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**** Workers Comp Information ****

Proprietors/Partners/Executive Officers/Members Excluded:

Board of directors automatically excluded

CERTIFICATE HOLDER

CANCELLATION

NH-DHHS
 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

Peoples United Insurance Agency

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**Tri-City Consumers' Action Co-Operative
(Tri-City Co-Op)
55 Summer Street
Rochester NH 03867**

Mission Statement

We are dedicated to providing an alternative, non-medical approach to wellness and recovery. We offer a non-judgmental, non-critical, safe, supportive and educational environment for individuals struggling and recovering with a variety of mental health issues. Staff and members share leadership and decision making. This agency is a place where people practice relational skills, patience, respect and tolerance for diversity. Members learn to see themselves as citizens of the greater community.

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years Ended June 30, 2017 and 2016

TABLE OF CONTENTS

	Page No.
INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS	1
FINANCIAL STATEMENTS	
Statements of Financial Position	2
Statements of Activities and Changes in Net Assets, June 30, 2017	3
Statements of Activities and Changes in Net Assets, June 30, 2016	4
Statements of Cash Flows.....	5
Notes to Financial Statements	6-10
INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTAL INFORMATION.....	
Statement of Activities by State Approved BMH Funds, June 30, 2017 ...	11
	12

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET

CONCORD, NEW HAMPSHIRE 03301

MEMBER TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER OF THE PRIVATE

COMPANIES PRACTICE SECTION

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON THE FINANCIAL STATEMENTS

To the Board of Directors
Tri-City Consumers' Action Co-Operative
Rochester, New Hampshire

We have audited the accompanying financial statements Tri-City Consumers' Action Co-operative (a New Hampshire nonprofit corporation), which comprises the statements of financial position as of June 30, 2017 and 2016 and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Tri-City Consumers' Action Co-Operative as of June 30, 2017 and 2016 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
August 24, 2017

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2017 AND 2016

ASSETS	2017	2016
CURRENT ASSETS		
Cash, non-BMH refundable	\$ 1,048	\$ 2,446
Cash, BMH refundable	18,150	18,424
Accounts receivable	60	525
Prepaid expenses	4,913	5,129
Total Current Assets	<u>24,171</u>	<u>26,524</u>
PROPERTY AND EQUIPMENT, at cost		
Land	66,700	66,700
Building	223,300	223,300
Vehicles	42,500	42,500
Furniture and fixtures	18,116	10,151
Total property & equipment	<u>350,616</u>	<u>342,651</u>
Less accumulated depreciation	<u>52,467</u>	<u>41,921</u>
	<u>298,149</u>	<u>300,730</u>
 Total Assets	 <u>322,320</u>	 <u>327,254</u>
 LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable	2,805	3,683
Accrued expenses	7,975	9,789
Mortgage payable, current portion	5,567	5,298
Refundable BMH advance	18,150	18,424
Total Current Liabilities	<u>34,497</u>	<u>37,194</u>
LONG TERM LIABILITIES		
Mortgage payable, less current portion	225,384	230,518
Note payable - State of NH BMH	25,000	25,000
	<u>250,384</u>	<u>255,518</u>
NET ASSETS		
Unrestricted	<u>37,439</u>	<u>34,542</u>
 Total Liabilities and Net Assets	 <u>\$ 322,320</u>	 <u>\$ 327,254</u>

See Independent Auditors' Report and Notes to Financial Statements

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEAR ENDED JUNE 30, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>
REVENUES, GAINS AND OTHER SUPPORT			
Grant income	\$ 184,811	\$ -	\$ 184,811
Donations	<u>1,913</u>	<u>7,965</u>	<u>9,878</u>
Total support and revenue	<u>186,724</u>	<u>7,965</u>	<u>194,689</u>
Net assets released from donor imposed restrictions	<u>7,965</u>	<u>(7,965)</u>	<u>-</u>
PROGRAM EXPENSES			
Wages	\$ 90,878	\$ -	\$ 90,878
Payroll taxes	7,909	-	7,909
Employee benefits	9,541	-	9,541
Retirement plan expense	1,700	-	1,700
Office supplies	1,463	-	1,463
Building supplies	1,644	-	1,644
Food and other consumable supplies	805	-	805
Telephone and internet	3,272	-	3,272
Utilities	15,556	-	15,556
Insurance	9,668	-	9,668
Repairs and maintenance	3,681	-	3,681
Audit fees	5,400	-	5,400
Transportation and travel	6,150	-	6,150
Member training	7,135	-	7,135
Depreciation	10,547	-	10,547
Postage	547	-	547
Equipment rental	3,089	-	3,089
Interest expense	12,077	-	12,077
Miscellaneous	<u>730</u>	<u>-</u>	<u>730</u>
Total program expenses	<u>191,792</u>	<u>-</u>	<u>191,792</u>
Increase in net assets	2,897	-	2,897
Net assets, beginning of year	<u>34,542</u>	<u>-</u>	<u>34,542</u>
Net assets, end of year	<u>\$ 37,439</u>	<u>\$ -</u>	<u>\$ 37,439</u>

See Independent Auditors' Report and Notes to Financial Statements

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEAR ENDED JUNE 30, 2016

	Unrestricted	Temporarily Restricted	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income	\$ 189,276	\$ -	\$ 189,276
Donations	4,317	-	4,317
Loss on disposal of fixed assets	(4,470)	-	(4,470)
Total support and revenue	189,123	-	189,123
PROGRAM EXPENSES			
Wages	\$ 96,011	\$ -	\$ 96,011
Payroll taxes	8,525	-	8,525
Employee benefits	9,635	-	9,635
Retirement plan expense	1,770	-	1,770
Rent	5,192	-	5,192
Office supplies	3,511	-	3,511
Building supplies	2,228	-	2,228
Food and other consumable supplies	925	-	925
Telephone and internet	3,326	-	3,326
Utilities	14,299	-	14,299
Insurance	11,619	-	11,619
Repairs and maintenance	8,280	-	8,280
Property taxes	4,940	-	4,940
Audit fees	4,404	-	4,404
Other professional fees	4,855	-	4,855
Transportation and travel	8,654	-	8,654
Member training	5,364	-	5,364
Depreciation	9,980	-	9,980
Postage	693	-	693
Equipment rental	2,473	-	2,473
Interest expense	9,935	-	9,935
Miscellaneous	1,651	-	1,651
Total program expenses	218,270	-	218,270
Decrease in net assets	(29,147)	-	(29,147)
Net assets, beginning of year	63,689	-	63,689
Net assets, end of year	\$ 34,542	\$ -	\$ 34,542

See Independent Auditors' Report and Notes to Financial Statements

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2017 AND 2016

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase (decrease) in net assets, current year	\$ 2,897	\$ (29,147)
Adjustments to reconcile excess of revenue and support over expenses to net assets provided by operating activities		
Loss on disposal of fixed assets	-	4,470
Depreciation	10,546	9,980
(Increase) decrease in operating assets:		
Accounts receivable	465	6,441
Deposits	-	6,650
Prepaid expenses	216	4,880
Increase (decrease) in operating liabilities:		
Accounts payable	(878)	(10,640)
Accrued expenses	(1,814)	(572)
Refundable BMH advance	(274)	(575)
Net cash provided (used) by operating activities	<u>11,158</u>	<u>(8,513)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash paid for purchase of property and equipment	<u>(7,965)</u>	<u>(50,000)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net payments on mortgage payable	(4,865)	(4,184)
Net proceeds from note payable	-	25,000
Net cash provided (used) by financing activities	<u>(4,865)</u>	<u>20,816</u>
Net (decrease) in unrestricted cash	(1,672)	(37,697)
Unrestricted Cash, Beginning of Year	<u>20,870</u>	<u>58,567</u>
Unrestricted Cash, End of Year	<u>\$ 19,198</u>	<u>\$ 20,870</u>
SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	<u>\$ 12,077</u>	<u>\$ 9,935</u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH TRANSACTIONS		
Cost of property purchased	7,965	290,000
New debt assumed for property purchased	-	(240,000)
Cash payment for property purchased	<u>\$ 7,965</u>	<u>\$ 50,000</u>

See Independent Auditors' Report and Notes to Financial Statements

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 1 NATURE OF ORGANIZATION

Tri-City Consumers' Action Co-Operative (the Co-op) is a nonprofit organization incorporated under the laws of the State of New Hampshire on December 30, 1994. The Co-op's purpose is to provide a peer support center for its members. Members include persons with professional or self-diagnosed mental illness issues. The goals of the Co-op are to enhance a path to recovery, independence and personal wellness by reducing crises due to symptoms of mental wellness issues. The center's focus is on teaching members mental wellness management skills.

The Co-op provides daily workshops in wellness management, individual peer assistance, telephone support, transportation, monthly newsletter and educational events designed to help members increase their mental wellness.

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES

The summary of significant accounting policies of the Co-op is presented to assist in understanding the organization's financial statements. The financial statements and notes are representations of the Co-op's management who is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Basis of Accounting

The financial records for the Co-op are maintained on the accrual basis of accounting. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

Financial Statement Presentation

Basis of Presentation: The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Unrestricted net assets are comprised of operating revenues and expenses and contributions pledged which are not subject to any donor-imposed restrictions. The Co-op had \$37,439 and \$34,542 in unrestricted net assets as of June 30, 2017 and 2016, respectively.

Temporarily restricted net assets are comprised of contributions and gifts for which donor-imposed restrictions will be met either by the passage of time or the actions of the Co-op. The Co-op had no temporarily restricted net assets as of June 30, 2017 and 2016, respectively.

Permanently restricted net assets include those assets for which donor imposed restrictions stipulate that the asset be permanently maintained by the Co-op. The Co-op had no permanently restricted net assets as of June 30, 2017 and 2016.

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash equivalents

For purposes of the statement of cash flows, the Co-op considers cash on hand, deposits in banks and investments to be cash equivalents.

Support and revenue

The Co-op receives 98% of its income from the State of New Hampshire Department of Health and Human Services, Bureau of Behavioral Health in the form of grants. The remainder of its income is derived from donations, members and interest on saving accounts.

Property and Equipment

Property and equipment are recorded at cost of purchase or, if contributed, at fair market value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support. In the absence of such stipulation, contributions of property and equipment are recorded as unrestricted support. Depreciation is computed on the Modified Accelerated Cost Recovery System (MACRS) and on the straight line basis over the useful lives of the assets as listed below. Depreciation expense was \$10,547 and \$9,980 for the years ended June 30, 2017 and 2016, respectively. Expenditures for repairs and maintenance are expensed when incurred.

Buildings & Improvements	15-39 Years
Furniture & Fixtures	7 Years
Office Equipment	5-7 Years
Vehicles	5 Years

Functional allocation of items

The costs of providing various program, management and rental services have been summarized in the statement of activities. Accordingly, certain costs have been allocated among the programs.

Accounts Receivable

Accounts receivable are comprised of amounts due from customers for services provided. The Co-op considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

Use of estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 2 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Income tax status

The Co-op is a not-for-profit corporation under Section 501(c) (3) of the Internal Revenue Code, is exempt from federal income taxes, and is classified as other than a private foundation. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A).

In-Kind Contributions

In-kind contributions are recorded at fair market value and recognized as revenue in the accounting period in which they are received. Volunteers, mainly board members, donate time to the Co-op's program services. These services are not included in donated materials and services because the value has not been determined.

Donated Materials and Services

It is the intent of the Co-op to record the value of donated goods and services when there is an objective basis available to measure their value. For the years ended June 30, 2017 and 2016, there were no donated goods or services.

NOTE 3 VACATIONS AND SICK PAY PAYABLE

The Co-op has accrued a liability for future compensated vacation leave time that its employees have earned and which is vested with the employees. Accrued vacation time as of June 30, 2017 and 2016 was \$1,539 and \$1,538, respectively.

NOTE 4 EMPLOYEE TAX SHELTERED ANNUITY PLAN

The Co-op maintains a Section 403-b tax sheltered annuity plan for eligible employees. For the years ended June 30, 2017 and 2016 respectively, the Co-op contributed \$1,700 and \$1,770 to this defined contribution plan, respectively.

NOTE 5 REFUNDABLE BMH ADVANCE

Under the terms of the service agreement with the Bureau of Mental Health (BMH), a division of the State of New Hampshire's Department of Health and Human Services, The Co-op is required to segregate amounts received in excess of allowable expenses. Funds set aside in accordance with this requirement amounted to \$18,150 and \$18,424 for the years ended June 30, 2017 and 2016, respectively.

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 6 TAX EXEMPT STATUS

The Co-op is a public charity exempt from Federal income tax under Section 501 (c) (3) of the Internal Revenue Code. The organization does not believe it has done anything during the past year that would jeopardize its tax exempt status at either the state or Federal level. The Organization reports its activities to the IRS in an annual information return. These filings are subject to review by the taxing authorities and the federal income tax returns for 2016, 2015, and 2014 are subject to examination by the IRS, generally for three years after they were filed.

In accordance with FASB ASC 740-10, Accounting for Uncertainty in Income Taxes, the Organization is under the opinion that there are no unsustainable positions that have been taken in regards to federal or state income tax reporting requirements. Accordingly, management is not aware of any unrecognized tax benefits or liabilities that should be recognized in the accompanying statements.

NOTE 7 FAIR VALUE MEASUREMENTS

Fair values of assets measured on a recurring basis at June 30 are as follows:

	<u>Fair Value</u>	<u>Significant Other Observable Inputs Level (2)</u>
<u>2017</u>		
Accounts Receivable	<u>\$ 60</u>	<u>\$ 60</u>
<u>2016</u>		
Accounts Receivable	<u>\$ 525</u>	<u>\$ 525</u>

The fair value of accounts receivable are estimated at the present value of expected future cash flows.

NOTE 8 LEASE COMMITMENTS AND RENTAL EXPENSE

The Co-op entered into a five year lease agreement on July 1, 2010, expiring on June 30, 2015. The Co-op had rental expenses of \$0 and \$5,192 for the years ended June 30, 2017 and 2016, respectively. The Co-op paid rent on a month-to-month basis for the months of July and August of 2015. There are no required future minimum payments.

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
NOTES TO FINANCIAL STATEMENTS
Years Ended June 30, 2017 and 2016

NOTE 9 LONG TERM DEBT

Long-term debt consisted of the following as of June 30:	<u>2017</u>	<u>2016</u>
Mortgage payable to a bank in monthly installments of \$1,412 including principal and interest beginning September 2015. Mortgage has a fixed interest rate of 4.99% for the first five years followed by an adjustable rate for the remainder of the loan. The note is secured by a mortgage on real estate and matures September 2035.	\$230,951	\$235,816
Note payable, State of NH BMH with no monthly installments and no interest accrued. The note is secured by a second mortgage on real estate. The maturity of the note is contingent upon the sale of the real estate.	<u>25,000</u>	<u>25,000</u>
Total	255,951	260,816
Less current portion	<u>5,567</u>	<u>5,298</u>
Long-term debt	<u>\$250,384</u>	<u>\$255,518</u>

Future maturities of long-term debt at June 30 are as follows:

2018	\$ 5,567
2019	5,582
2020	6,151
2021	6,165
2022	6,795
Thereafter	<u>225,691</u>
	<u>\$255,951</u>

NOTE 10 SUBSEQUENT EVENTS

Management has evaluated subsequent events through August 24, 2017, the date on which the financial statements were available to be issued, to determine if any are of such significance to require disclosure. It has been determined that no subsequent events matching this criterion occurred during this period.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET

CONCORD, NEW HAMPSHIRE 03301

MEMBER TELEPHONE (603) 228-5400

FAX # (603) 226-3532

MEMBER OF THE PRIVATE

COMPANIES PRACTICE SECTION

AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Board of Directors
Tri-City Consumers' Action Co-Operative
Rochester, New Hampshire

Our report on our audit of the basic financial statements of Tri-City Consumers' Action Co-Operative as of and for the years ended June 30, 2017 and 2016 our report dated August 24, 2017, which expressed an unmodified opinion on those financial statements, appears on page one. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Rowley & Associates, PC

Rowley & Associates, P.C.
Concord, New Hampshire
August 24, 2017

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE
STATEMENTS OF ACTIVITIES
BY STATE APPROVED BMH FUNDS
YEAR ENDED JUNE 30, 2017

	State Approved BMH Funds	Non-BMH Funds	Total
REVENUES, GAINS AND OTHER SUPPORT			
Grant income, current year, less surplus of \$6,448	\$ 178,089	\$ -	\$ 178,089
Grant income, released from reserve	6,722	-	6,722
Grant income, special funding	-	-	-
Donations	-	9,878	9,878
Total support and revenue	<u>184,811</u>	<u>9,878</u>	<u>194,689</u>
EXPENSES			
Wages	\$ 90,878	\$ -	\$ 90,878
Payroll taxes	7,909	-	7,909
Employee benefits	9,541	-	9,541
Retirement plan expense	1,700	-	1,700
Office supplies	1,463	-	1,463
Building supplies	1,644	-	1,644
Food and other consumable supplies	805	-	805
Telephone and internet	3,272	-	3,272
Utilities	15,556	-	15,556
Insurance	9,668	-	9,668
Repairs and maintenance	2,381	1,300	3,681
Audit fees	5,400	-	5,400
Transportation and travel	6,150	-	6,150
Member training	7,135	-	7,135
Depreciation	-	10,547	10,547
Postage	547	-	547
Equipment rental	3,089	-	3,089
Interest expense	12,077	-	12,077
Miscellaneous	730	-	730
Total expenses	<u>179,945</u>	<u>11,847</u>	<u>191,792</u>
Increase (decrease) in net assets	4,866	(1,969)	2,897
BBH funds allowed for debt reduction	<u>(4,866)</u>	<u>4,866</u>	<u>-</u>
Net Assets, Beginning of Year	<u>-</u>	<u>34,542</u>	<u>34,542</u>
Net Assets End of Year	<u>\$ -</u>	<u>\$ 37,439</u>	<u>\$ 37,439</u>

See Independent Auditors' Report and Notes to Financial Statements



**TRI-CONSUMERS' ACTION CO-OPERATIVE
BOARD OF DIRECTORS**

May 1, 2018

Redacted

PRESIDENT

Sharon Reynolds

Joined on: 05-19-2009

Term #: 4

Term length: 3 years

Expiration: 03-07-2021

EXECUTIVE DIRECTOR

Martha Jo Hewitt

VICE-PRESIDENT

Kathy Downing

Joined on: 08-25-2008

Term #: 4

Term length: 3 years

Expiration: 04-09-2020

TREASURER

Lawrence Fitzgerald

Joined on 01-27-2016

Term #: 1

Term Length: 3 years

Expiration: 1-27-2019

SECRETARY

Open position

Diana Bastian

Joined on: 2-24-2016

Term #: 1

Term Length: 3 years

Expiration: 02-24-2019

Heather Bushby

Joined on 08-26-2015

Term #: 1

Term Length: 3 years

Expiration: 08-26-2018

Michelle Donovan

Joined on: 11-10-2010

Term #: 3

Term length: 3 years

Expiration: 11-21-2019

Jennifer Grace

Joined on: 07-25-2012

Term #: 2

Term length: 3 years

Expiration: 10-28-2018

Leave of Absence: 10-23-2017

Elaine Weatherbee

Joined on: 03-07-2012

Term #: 3

Term length: 3 years

Expiration: 03-07-2021

MARTHA JO HEWITT

Management Operations & Planning Administration & Support

Professional capable of immediate impact on an organization's issues, with respect to the planning, coordination and implementation of programs and activities in support of organizations' mission, strategic and organizational planning, program/project management, staff development and training, operations and administration.

Summary of Qualifications

Advanced Degree in Business Administration with extensive professional domestic and international experience in administration and planning, performance analysis, program/project management, building partnerships and alliances, staff development and training, business operations and administration. Bottom line administrator with a solid track record for increasing operational efficiency, generating costs savings and improving administrative and operational procedures. Demonstrated ability to coordinate and manage multiple complex projects simultaneously. Designed and implemented policies and procedures with respect to strategic and organizational planning, administrative operations and support programs, program/project management and planning, productivity improvements, operations and administration. Proven ability to interface with all levels of an organization, to lead, to motivate and to get the job done.

Expertise and knowledge in areas such as:

- | | | |
|---------------------------------------|-------------------------|-----------------------|
| - Management/Operations | - Planning & Scheduling | - Staff Development |
| - Program/Project Development | - Training & Education | - Policy Design |
| - Budget Development/Implementation - | Performance Analysis | - Team Building |
| - Needs Assessment/Evaluation | - Facilitator | - Cost Controls |
| - Strategic/Organizational Planning | - Community Relations | - Computer Proficient |

Selected Accomplishments

Rebuilding a small state funded Peer Support Agency. Developing fundraising and grant opportunities, establishing and maintaining relationships with like agencies, creating new programs, maintaining a leased facility, working directly with the members; while working within the framework of a state contract. Collaborating with organizations to provide needed services for members of the agency. Working with a board to establish the vision and goals of the agency and then implementing those goals.

Created and Balanced an organizational budget of between \$750,000.00 and \$780,000.00. Researched, submitted and received grant moneys from individuals and corporations. Initiated and directly involved with successful fundraising events. I like to think outside the box.

Developed and Implemented a new training program from "scratch" for a team-based organization of over 50 employees, covering 17 different job classifications in 14 locations. Instituted the administrative function of the training effort.

Professional Experience

TRI-CITY CONSUMERS' ACTION CO-OPERATIVE, Rochester NH

2012 -

Executive Director

- Manage the business operations of a state funded non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Providing confidential services for members in crisis, addressing problematic member behavior and determining the proper course of action that complies with policies and procedures.
- Responsible for 4 full/part time employees and interns.
- Overseas a yearly budget that complies with the NH Bureau of Behavioral Health federal block grant and other funding source guidelines.
- Attend monthly board meetings and implement the vision and goals established by the board.

COCHECO VALLEY HUMANE SOCIETY, Dover NH

2007 - 2011

Executive Director

- Manage the business operations of a private non-profit organization. Responsible for the over-all direction of the administrative, human resource, financial, development and program activities.
- Restructuring the organization in preparation for a capital campaign and a move to a new state of the art facility.
- Responsible for 30 full and part time employees and over 250 volunteers
- Work with the Board of Directors in defining the direction and vision of the organization.

AMERICAN RED CROSS - GREAT BAY CHAPTER, Newington, NH

2005-2006

Director of Health and Safety

- Supervised the operational and administrative efforts of over 250 volunteer Instructors.
- Responsible and accountable for those activities conducted within the chapter's jurisdiction in supporting 39 communities.
- Created innovated techniques to streamline daily operations. Responded to all health and safety queries in accordance with chapter and national policies and procedures.

THE CALUMET GROUP, Seoul, South Korea

2002-2004

Project Director (2003-2004)

- Managed a staff of 50 employees and a \$1.5 million budget. Responsible for the management of an overseas Department of Defense Umbrella Contract for the Calumet Group.
- Established and maintained strong lines of communication with the President of the company, the home office in the United States, and 14 offices throughout the Korean Peninsula.
- Managed a highly successful effort to develop and align the capabilities of this Department of Defense contractor providing social service support to soldiers and their families and ensuing compliance with DOD guidelines and regulations.

Project Trainer (2002-2003)

- Developed, implemented and managed The Right Start Training Program. This was an internal training curriculum of The Calumet Group.

- Monitored the training needs and future goals of over 50 employees, covering 17 different job classifications in 14 locations.
- Processed all new employees on the policies and procedures of the company, as well as the job responsibilities, based on the government contract.

AMERICAN RED CROSS (ARC)

1994-2002

Service Center Coordinator – Central LA Chapter, Ft. Polk, LA (2000-2002)

- Managed a staff of 15 volunteers and was responsible for providing American Red Cross services to both military and civilian communities as an extension of the Central Louisiana Chapter.
- Organized and trained volunteers, to include youth, to be members of Disaster Action Teams, able to respond to single family fires and natural/manmade disasters.
- Promulgated the American Red Cross image by spearheading successful fund-raising activities yielding monies to maintain critical services throughout the community.

Previous positions with American Red Cross included Associate, Emergency Field Operations ARC Headquarters, Station Chairman, ARC Ft. Carson, CO, Director, Human Resources & Education and Director of Volunteer Services at the American Red Cross Alexandria VA Chapter.

Education & Training

Master of Science in Business Administration, Boston University

Bachelor of Science, Pre-Veterinarian Medicine, University of New Hampshire

Associate of Arts, Liberal Arts, Colby Sawyer College

Tri-City Consumers' Action Co-Operative: Intentional Peer Support, Wellness, Recovery Action Plan (WRAP), Defensive Driving, Sexual Harassment, Recovery Coach and Trainer, Crisis Prevention and Intervention Training, WarmLine Training, Co-Supervision, Chairperson of NH Peer Voice, PSA Executive Directors and NH mental Health Planning and Advisory Council.

Cocheco Valley Humane Society: Coaching Skills for Managers and Supervisors, Small Animal Handling training, Leadership Seacoast, Animal Sheltering Workshop and Drill

American Red Cross: Instructor Trainer – Health and Safety courses, Instructor – Disaster Services, Personnel Practices for Supervisors, Armed Forces Emergency Services courses, Paid and Volunteer Staff Relationships, Health and Safety Administrator Training, previous DAT member, ERV qualified and NIMS training

The Calumet Group: Assertiveness Training, Customer Service, EEO/Prevention of Sexual Harassment, Problem Solving, Stress Management,

Additional Training:

CERT Trained

Notary Public

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Martha Jo Hewitt	Executive Director	\$40,000.00	100%	\$40,000.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 6, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

G&C Approved

Date: 6/29/16
Item #: 23

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Behavioral Health, Bureau of Mental Health Services, to enter into Agreements with the vendors listed below, to provide peer support services in an amount not to exceed \$5,518,958, effective July 1, 2016 through June 30, 2018, upon approval by Governor and Executive Council. 55.45% Federal, 44.55% General Funds

Summary of contract amounts by Vendor.

Vendor	Location	Budget Amount
Connection Peer Support Center	Portsmouth, NH	\$489,644
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI	Nashua, NH	\$764,156
Lakes Region Consumer Advisory Board	Laconia, NH	\$678,758
Monadnock Area Peer Support Agency	Keene, NH	\$528,228
On the Road to Recovery, Inc.	Manchester, NH	\$885,716
The Stepping Stone Drop-In Center Association	Claremont, NH	\$756,690
The Alternative Life Center	Conway, NH	\$1,046,552
Tri-City Consumers' Action Co-operative	Rochester, NH	\$369,214
		\$5,518,958

2. Contingent upon approval of Requested Action #1, authorize an advance payment up to a maximum of one-twelfth of the contract price limitation per each Vendor for each State Fiscal Year. If exercised this amount would be \$459,913.17.

Funds are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

Please see attached financial detail.

EXPLANATION

The attached agreements represent eight (8) agreements with a combined price limitation of \$5,518,958.

Approval of these eight (8) Agreements will allow the Contractors to provide peer support services to adults with long-term and/or severe mental illness. The Contractor will provide services that will enhance personal wellness, independence, and recovery by reducing crises due to symptoms of mental illness. Peer support services include supportive interactions and shared experiences using an Intentional Peer Support model that fosters recovery from mental illness and self-advocacy skills. Additionally, peer support services teach wellness self-management, and provide outreach by face-to-face or telephone calls to provide continued support to consumers who may not be able to attend services. Also warmline line services will be available statewide by providing telephone peer support to assist individuals in addressing a current crisis related to their mental health during hours when an agency is closed for services. These eight peer support agency contractors expect to serve a total of 3,300 consumers during State Fiscal Year 2017. The Agreements require the Contractors increase the number of consumers served by 10% for each subsequent State Fiscal Year.

Approval of the advanced payment for each of the eight (8) Vendors, for each State Fiscal Year, will allow the Contractors to continue to cover operating expenses. These funds cover day to day costs including payroll and occupancy. These agencies face considerable challenges in their day to day operations. The Department considers advance payment to these vendors as a necessary method to ensure ongoing services for the clients that they serve. The Department is in close communications with these agencies and monitors their financial status on an ongoing basis.

The Department published a Request for Proposals for Substance Use Disorder Treatment and Recovery Support Services (RFP2017-BBH-02-PEERS) on the Department of Health and Human Services website March 24, 2016 through April 26, 2016. The Department received eight proposals. These proposals were reviewed and scored by a team of individuals with program specific knowledge. The Department selected all the Vendors to provide these services (See attached Summary Score Sheet).

Some of the Vendors' proposals scored lower than anticipated; however, it was determined that losing peer support services would be detrimental to the individuals, families, and communities of New Hampshire. In order to ensure effective delivery of services, the Department has strengthened language in the Vendors' contracts. Monthly Board minutes and attachments will be submitted for review as well as a Board member list whenever changes in membership occur. Quarterly review letters based upon review of monthly and quarterly submissions will be sent to the agencies requiring corrective action response when necessary. In addition, the Department monitors the peer support Contractors through quality assurance reviews, monthly meetings, monthly and quarterly financial reporting and quarterly statistical reporting.

The attached Contracts include language that reserves the right to renew each contract for up to four (4) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and Governor and Executive Council approval.


Should Governor and Council determine not to approve this request, 3,300 persons could lose a valuable support they have come to rely on to manage their symptoms of mental illness. Some individuals likely will need a higher level of service including hospitalization.

Area served: Statewide.

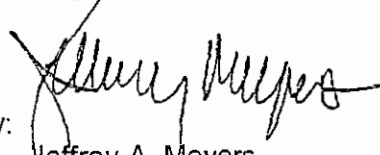
Source of funds: ^{44.55}~~46.55~~% General Funds and 55.45% Federal Funds from United States Department of Health and Human Services, Block Grants for Community Mental Health Services, Catalog of Federal Domestic Award (CFDA) 93.958, and Federal Award Identification Number (FAIN) SM010035-16

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted



Katja S. Fox
Director



Approved by:

Jeffrey A. Meyers
Commissioner

Financial Detail

05-95-92-920010-7143 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS-DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, MENTAL HEALTH BLOCK GRANT			
100% Federal Funds			
Activity Code: 92207143			
The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 290,154.00
2018	Contracts for Prog Svs	102-500731	\$ 290,154.00
Subtotal			\$ 580,308.00

The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 209,790.00
2018	Contracts for Prog Svs	102-500731	\$ 209,790.00
Subtotal			\$ 419,580.00

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 188,183.00
2018	Contracts for Prog Svs	102-500731	\$ 188,183.00
Subtotal			\$ 376,366.00

Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 146,449.00
2018	Contracts for Prog Svs	102-500731	\$ 146,449.00
Subtotal			\$ 292,898.00

H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 211,860.00
2018	Contracts for Prog Svs	102-500731	\$ 211,860.00
Subtotal			\$ 423,720.00

On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 245,562.00
2018	Contracts for Prog Svs	102-500731	\$ 245,562.00
Subtotal			\$ 491,124.00

Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 135,751.00
2018	Contracts for Prog Svs	102-500731	\$ 135,751.00
Subtotal			\$ 271,502.00

Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 102,362.00
2018	Contracts for Prog Svs	102-500731	\$ 102,362.00
Subtotal			\$ 204,724.00
SUB TOTAL			\$ 3,060,222.00

05-95-92-920010-7011 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV OF, DIV OF BEHAVIORAL HEALTH, PEER SUPPORT SERVICES

100% General Funds

Activity Code: 92207011

The Alternative Life Center			
Vendor # 068801			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 233,122.00
2018	Contracts for Prog Svs	102-500731	\$ 233,122.00
Subtotal			\$ 466,244.00

The Stepping Stone Drop-In Center Association			
Vendor # 157967			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 168,555.00
2018	Contracts for Prog Svs	102-500731	\$ 168,555.00
Subtotal			\$ 337,110.00

Financial Detail

Lakes Region Consumer Advisory Board			
Vendor # 157060			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 151,196.00
2018	Contracts for Prog Svs	102-500731	\$ 151,196.00
Subtotal			\$ 302,392.00
Monadnock Area Peer Support Agency			
Vendor # 157973			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 117,665.00
2018	Contracts for Prog Svs	102-500731	\$ 117,665.00
Subtotal			\$ 235,330.00
H.E.A.R.T.S. Peer Support Center of Greater Nashua Region VI			
Vendor # 209287			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 170,218.00
2018	Contracts for Prog Svs	102-500731	\$ 170,218.00
Subtotal			\$ 340,436.00
On the Road to Recovery, Inc.			
Vendor # 158839			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 197,296.00
2018	Contracts for Prog Svs	102-500731	\$ 197,296.00
Subtotal			\$ 394,592.00
Connections Peer Support Center			
Vendor # 157070			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 109,071.00
2018	Contracts for Prog Svs	102-500731	\$ 109,071.00
Subtotal			\$ 218,142.00
Tri-City Consumers' Action Co-operative			
Vendor # 157797			
State Fiscal Year	Class Title	Class Account	Current Budget
2017	Contracts for Prog Svs	102-500731	\$ 82,245.00
2018	Contracts for Prog Svs	102-500731	\$ 82,245.00
Subtotal			\$ 164,490.00
SUB TOTAL			\$ 2,458,736.00
TOTAL			\$ 5,518,958.00



New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Peer Support Services

RFP-2017-BBH-02-PEERS

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Connection Peer Support Center
2. HEART Peer Support Center
3. Lakes Region Consumer Advisory Board
4. Monadnock Area Peer Support Agency
5. On the Road to Recovery
6. Stepping Stone Drop In Center
7. The Alternative Life Center
8. Tri-City Consumers' Action Cooperative

Maximum Points	Actual Points
575	301
575	271
575	365
575	428
575	481
575	481
575	453
575	454

1. Peter Reid
2. Ann Driscoll
3. Stacey Dubia
4. Tom Grinley
5. Jamie Kelly
6. Elizabeth Fenner-Lukaitis
7.
8.
9.

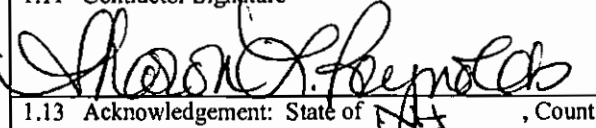
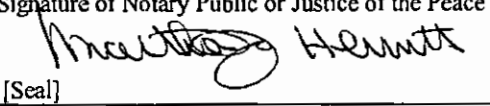
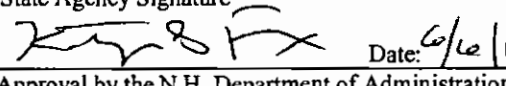
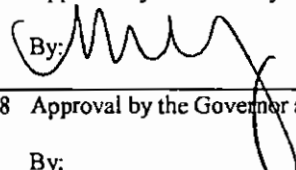
Subject: Peer Support Services (SS-2017-BBH-02-PEERS-08)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-City Consumers' Action Co-operative		1.4 Contractor Address 55 Summer Street Rochester, NH 03867	
1.5 Contractor Phone Number 603-948-1043	1.6 Account Number 05-95-92-920010-7143-102-500731; 05-95-92-920010-7011-102-500731	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$369,214.
1.9 Contracting Officer for State Agency Eric B. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sharon Reynolds, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strofford</u> On <u>May 30, 2018</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]		MARTHA HEWITT NOTARY PUBLIC State of New Hampshire My Commission Expires March 6, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Martha B Hewitt, Notary			
1.14 State Agency Signature  Date: <u>6/6/18</u>		1.15 Name and Title of State Agency Signatory Kaye 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 A. Gile - Attorney On: <u>6/12/18</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.



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor agrees to provide peer support services that will:
 - 1.3.1. Increase quality of life for persons living with mental illness in NH.
 - 1.3.2. Increase hope for and belief in the possibility of recovery for persons living with mental illness in NH.
 - 1.3.3. Increase choice regarding the services and supports available to persons living with mental illness in NH.
 - 1.3.4. Provide alternatives to and reduce the use of more restrictive and expensive services such as hospitalization.
 - 1.3.5. Increase social connectedness for persons living with mental illness in NH.
 - 1.3.6. Increase satisfaction with peer support services.
- 1.4. The Contractor agrees to provide mental health peer support services to persons 18 years of age or older who self identify as a recipient, as a former recipient, or as a significant risk of becoming a recipient mental health services, and may include persons who are homeless.
- 1.5. The Contractor agrees to give priority of peer support services to consumers who are age sixty (60) and over, who are most social isolated, and/or risk of placement in the public mental health service delivery system.

2. Definitions

- 2.1. Board of Directors means the governing body of a nongovernmental Peer Support Agency.
- 2.2. Consumers are any individual, 18 years of age or older, who self identifies as a recipient, as a former recipient, or as a significant risk of becoming a recipient of publically funded mental health services.
- 2.3. Culturally Competent means having attained the knowledge, skills, and attitudes necessary to provide effective supports, services, education and technical assistance to the populations in the region served by the Contractor.
- 2.4. Business Days are defined as Monday through Friday, excluding Saturday and Sunday.



Exhibit A

- 2.5. Guests are any persons who are invited to visit the Peer Support Agency by a member, participant, or the Peer Support Agency.
- 2.6. Homeless is (1) an individual or family who lacks a fixed, regular, and adequate nighttime residence; or (2) an individual or family who has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels and congregate shelters), an institution other than a penal facility that provides temporary residence for individuals intended to be institutionalized, or a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- 2.7. Management staff means staff that is responsible for supervising other staff and volunteers affiliated with the program.
- 2.8. Members are any consumers, who have made an informed decision to join, and agree to support the goals and objectives of peer support services.
- 2.9. Mental illness is defined in RSA 135-C:2 X, namely, "a substantial impairment of emotional processes, or of the ability to exercise conscious control of one's actions, or of the ability to perceive reality or to reason, when the impairment is manifested by instances of extremely abnormal behavior or extremely faulty perceptions. It does not include impairment primarily caused by: (a) epilepsy; (b) mental retardation; (c) continuous or noncontinuous periods of intoxication caused by substances such as alcohol or drugs; or (d) dependence upon or addiction to any substance such as alcohol or drugs."
- 2.10. Participant means a consumer, who is not member, who participates in any aspect of peer support services.
- 2.11. Peer Support Agency (PSA) means an organization whose primary purpose is to provide culturally appropriate peer support to persons 18 year of age and older who have a mental illness.
- 2.12. Recovery means for a person with a mental illness, development of personal and social skills, beliefs and characters that support choice, increase quality of life, minimize or eliminate impairment, and decrease dependence on professional services.
- 2.13. Region is the geographic area of cities and towns in New Hampshire, as defined by the Department.
- 2.14. SMI is Serious Mental Illness that refers to individuals whom the state defines as having either Serious Mental Illness (SMI) or Serious and Persistent Mental Illness (SPMI) pursuant to N.H. Revised Statutes Annotated (RSA) 135-C:2, XV.
- 2.15. Quarter or Quarterly is defined as the periods of July 1 through September 30, October 1 through December 31, January 1 through March 31, and April 1 through June 30.
- 2.16. Week is defined as Monday through Sunday.



Exhibit A

3. Scope of Services

3.1. Peer Support Services

3.1.1. The Contractor shall provide peer support services that are provided for consumers and by consumers as follows:

3.1.1.1. Provide peer support services that include supportive interactions shared experiences, acceptance, trust, respect, lived experience, and mutual support among members, participants, staff and volunteers.

3.1.1.2. Provide at least forty-four hours per week of peer support services, by face-to-face or by telephone to members of a peer support agency or others who contact the agency.

3.1.1.3. Provide peer support services at a minimum based on the Intentional Peer Support model that:

- a. Fosters recovery from mental illness by helping individuals identify and achieve personal goals while building an evolving vision of their recovery.
- b. Fosters self-advocacy skills, autonomy, and independence;
- c. Emphasizes mutuality and reciprocity as demonstrated by shared decision-making, strong conflict resolution, non-medical approaches to help, and non-static roles, such as, staff who are members and members who are educators;
- d. Offers alternative views on mental health, mental illness and the effects of trauma and abuse;
- e. Encourages informed decision-making about all aspects of people's lives;
- f. Supports people with mental illness in challenging perceived self-limitations, while encouraging the development of beliefs that enhance personal and relational growth;
- g. Emphasizes a holistic approach to health that includes a vision of the "whole" person.

3.1.1.4. Provide opportunities to learn wellness strategies, by using at a minimum Wellness Recovery Action Planning (WRAP) and Whole Health Action Management (WHAM), to strengthen a member's and participant's ability to attain and maintain their health and recovery from mental illness

3.1.1.5. Provide outreach by face-to-face or by telephone contact with consumers by providing support to members who are unable to attend agency activities, visiting people who are psychiatrically hospitalized and reaching out to people who meet membership criteria and are homeless.



Exhibit A

- 3.1.1.6. Provide monthly newsletters published by the peer support agency that describes agency services and activities, other community services, social and recreational opportunities, member articles and contributions and other relevant topics that might be of interest to members and participants.
- 3.1.1.7. Distribute the Newsletters to the members and other interested parties, such as community mental health centers and other appropriate community organizations, at least five (5) business days prior to the upcoming month.
- 3.1.1.8. Provide Monthly Education Events and Presentations of information germane to issues and concerns of consumers of mental health services which shall include, education topics to be covered over the course of the year, but not limited to:
 - a. Rights Protection,
 - b. Peer Advocacy,
 - c. Recovery,
 - d. Employment
 - e. Wellness Management, and
 - f. Community Resources.
- 3.1.1.9. Provide at least 5 days prior to the beginning of the month, to the Office of Consumer and Family Affairs within the Department's Bureau of Behavioral Health, both electronic and a paper copy of the monthly newsletters and education events in Section 3.2.1.16 and Section 3.2.1.18.
- 3.1.1.10. Provide Individual Peer Assistance by assisting adults to:
 - a. Locate, obtain, and maintain mental health services and supports through referral, consumer education, and self-empowerment,
 - b. Support individuals who are identifying problems by assisting them in addressing the issue and/or in resolving grievances; and
 - c. Promote self-advocacy.
- 3.1.1.11. Provide Employment Education by assisting members with:
 - a. Information on obtaining and maintaining competitive employment (any employment open to the general public and achieved during the quarter, even if employment is time limited),
 - b. Referrals to community mental health centers employment programs,
 - c. Employment related activities such as, but not limited to, resume writing, interviewing, or assistance with employment applications.



Exhibit A

- 3.1.1.12. Inform the members and general public about the peer supports and wellness services available at a minimum as follows:
 - a. Provide monthly Community Education Presentations to potential referral sources, funders, or families of individuals affected by mental illness, about mental illness and the peer support community.
- 3.1.1.13. Inform local human service providers and the general public about the stigma of mental illness, wellness and recovery at a minimum as follows:
 - a. Collaborate with other local human service providers that serve consumers in order to facilitate referrals and share information about services and other local resources.
- 3.1.1.14. Provide training and technical assistance to help consumers on their own behalf regarding healthcare such as but not limited to, sharing techniques for being ready for a doctor's appointment, how to take notes, how to use the physician's desk reference book for medications and a review of patient rights.
- 3.1.1.15. Invite guests to participate in peer support activities.
- 3.1.1.16. Provide residential support services as needed by members and participants by providing support and assistance such as but not limited to help with staying in their home or apartment, or finding a place to live.
- 3.1.1.17. Maintain at least a monthly schedule of peer support and wellness services and activities, staff development and training, and other related events.
- 3.2. The Contractor shall provide transportation services to members, participants and guests as follows:
 - 3.2.1. Use a Contractor owned or leased vehicle.
 - 3.2.2. Transport members, participants, guests to and from their homes and/or the Contractor's peer support agency to participate in activities such as but not limited to:
 - 3.2.2.1. Peer Support Services
 - 3.2.2.2. Wellness and Recovery Activities
 - 3.2.2.3. Annual Conferences
 - 3.2.2.4. Regional Meetings
 - 3.2.2.5. Council Meetings
 - 3.2.3. Comply with all applicable Federal and State Department of Transportation and Department of Safety regulations such as but not limited to:
 - 3.2.3.1. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500



Exhibit A

- 3.2.3.2. Vehicles must be inspected in accordance with NH Administrative Rule Saf-C 3200, and
- 3.2.3.3. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing
- 3.2.4. Require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form that shows the driver has a safe driving record.
- 3.2.5. Require that all employees, members, or volunteers who drive Contractor owned vehicles complete a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 3.2.6. Agrees that funding from the Department to support transportation costs may not be used for other than peer support related activities defined in this Agreement and may not be used to pay for taxi or bus rides.

4. Geographic Area and Physical Location of Services

- 4.1. The Contractor will provide services in this Agreement to individuals who live or work in Region 9.
- 4.2. The Contractor shall provide peer support services separately from the confines of a local mental health center, unless pre-approved by the Department.
- 4.3. The Contractor agrees to provide a physical location/building to provide peer support services that are in accordance with Exhibit C Section 15 and with the Life Safety requirements that include but not limited to:
 - 4.3.1. A Building in compliance with local health, building and fire safety codes,
 - 4.3.2. A Building that is maintained in good repair and be free of hazard,
 - 4.3.3. A building that includes:
 - 4.3.3.1. At least one indoor bathroom which includes a sink and toilet,
 - 4.3.3.2. At least one telephone for incoming and outgoing calls,
 - 4.3.3.3. A functioning septic or other sewage disposal system, and
 - 4.3.3.4. A source of potable water for drinking and food preparation as follows:
 - a. If drinking water is supplied by a non-public water system, the water shall be tested and found to be in accordance with New Hampshire Administrative Rules Env-Ws 315 and Env-Ws 316 initially and every five (5) years thereafter, and
 - b. If the water is not approved for drinking, an alternative method for providing safe drinking water shall be implemented

5. Enrolling Consumers for Services and/or as Members with a Peer Support Agency

- 5.1. The Contractor agrees to provide peer support services to individuals defined in Section 1.4 and 1.5 who have a desire to work on wellness issues, and who have a willing desire to participate in services.



Exhibit A

- 5.2. The Contractor may encourage consumers to complete a membership application to join and support the activities and mission of the Peer Support Agency.
- 5.3. The Contractor agrees that at a minimum the membership application shall state that the consumer supports the mission of the Peer Support Agency.
- 5.4. The Contractor agrees to provide services in this Contract to any consumers who are non-members or members participating in services.

6. Staffing Requirements for a Peer Support Agency

- 6.1. The Contractors shall employ an executive director who:
 - 6.1.1. Is appointed by the board of directors (as in Section 8);
 - 6.1.2. Is employed by the Contractor and is supervised by the board of directors in accordance with the published job description and competitive application process;
 - 6.1.3. Has at a minimum the following qualification:
 - 6.1.3.1. One year of supervisory or management experience, and
 - a. An associate's degree or higher administration, business management, education, health, or human services; or
 - b. Each year of experience in the peer support field may be substituted for one year of academic experience; or
 - c. Each year of experience in the peer support field may be substituted for one year of academic experience.
 - 6.1.4. Is evaluated annually by the board of directors to ensure that peer support and wellness services and activities are provided in accordance with:
 - 6.1.4.1. The performance expectations approved by the board
 - 6.1.4.2. The Department's policies and rules
 - 6.1.4.3. The Contract terms and conditions
 - 6.1.4.4. The Quality improvement reviews
- 6.2. The Contractor shall provide sufficient staff to perform all tasks specified in this Agreement.
- 6.3. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients as identified in Section 11.
- 6.4. The Contractor shall select and employ staff utilizing practices and procedures as approved by the Department, that include at a minimum, assurance that offers of employment are made in writing and include salary, start date, hours to be worked, and job responsibilities, and that prior employment references shall be obtained and verified.
- 6.5. The Contractor shall screen each staff member for tuberculosis prior to employment.



Exhibit A

- 6.6. The Contractor shall complete a Criminal Record Check, and submit the names of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, and against the Division of Children, Youth and Families Central Registry Check to assure that any person who is in regular contact with members and who becomes employed by the Contractor or its Subcontractor after the Effective Date of this Agreement is screened for criminal convictions in accordance with RSA 106-B:14 which allows any public or private agency to request and receive a copy of the criminal conviction record of another who has provided authorization in writing, duly notarized, explicitly allowing the requester to receive such information.
- 6.7. The Contractor shall not add, delete, defund, or transfer among programs staff positions without prior written permission from the Department.
- 6.8. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to the Department within thirty days of the effective date of the contract that includes but not be limited to:
 - 6.8.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 6.8.2. The description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 6.8.3. The description of time frames necessary for obtaining staff replacements;
 - 6.8.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.

7. Staff Training and Development

- 7.1. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions, by keeping up-to-date personnel and training records and documentation of all individuals.
- 7.2. The Contractor shall provide orientation for all new staff providing peer support that includes, but not limited to:
 - 7.2.1. The statewide peer support system,
 - 7.2.2. All Department policies and rules applicable to the peer support,
 - 7.2.3. Protection of member and participant rights.
 - 7.2.4. Contractor policies and procedures
 - 7.2.5. PSA grievance procedures,
 - 7.2.6. Harassment, discrimination, and diversity,
 - 7.2.7. Documentation such as incident reports, attendance records, and telephone logs, and
 - 7.2.8. Confidentiality
- 7.3. The Contractor shall develop and implement written staff development policies applicable to all staff that specifically address the following:
 - 7.3.1. Job Descriptions



Exhibit A

- 7.3.2. Staffing pattern
- 7.3.3. Conditions of employment
- 7.3.4. Grievance procedures
- 7.3.5. Performance reviews
- 7.3.6. Individual staff development plans
- 7.3.7. Prior employment, each staff member shall demonstrate evidence of or willingness to verify:
 - 7.3.7.1. Citizenship or authorization to work
 - 7.3.7.2. Motor Vehicle Records check to ensure that potential employee has a valid driver's license, if such employee will be transporting members or participants
 - 7.3.7.3. Criminal Records Check
 - 7.3.7.4. Previous employment
 - 7.3.7.5. References
- 7.4. The Contractor shall screen each staff member, prior to employment, for tuberculosis (TB) as follows:
 - 7.4.1. All newly employed employees, including those with a history of bacille calmette guerin (BCG) vaccination, who will have direct contact with members and participants and the potential for occupational exposure to Mantoux TB through shared air space with persons with infectious TB shall have a TB symptom screen, consisting of a Mantoux tuberculin skin test or QuantiFERON-TB test, performed upon employment;
 - 7.4.2. Baseline two-step testing, if performed in association with Mantoux testing, shall be conducted in accordance with the Guidelines for Environmental Infection Control in Health-Care Facilities (2003) published by the Centers for Disease Control and Prevention (CDC);
 - 7.4.3. Employees with a documented history of TB, documented history of a positive Mantoux test, or documented completion of treatment for TB disease or latent TB infection may substitute that documentation for the baseline two-step test;
 - 7.4.4. All positive TB test results shall be reported to the department's bureau of disease control, 271-4469, in accordance with RSA 141-C:7, He-P 301.02 and He-P 301.03;
 - 7.4.5. All employees with a diagnosis of suspect active pulmonary or laryngeal TB shall be excluded from the PSA until a diagnosis of TB is excluded or until the employee is on TB treatment and a determination has been made that the employee is noninfectious;
 - 7.4.6. All employees with a newly positive tuberculin skin test shall be excluded from the PSA until a diagnosis of TB disease is ruled out;
 - 7.4.7. Repeat TB testing shall be conducted in accordance with the CDC's Guidelines for Environmental Infection Control in Health-Care Facilities (2003); and



Exhibit A

- 7.4.8. Those employees with a history of previous positive results shall have a symptom screen and, if symptomatic for TB disease, be referred for a medical evaluation.
- 7.5. The Contractor shall complete an annual performance review based on the staff's job description and conducted by his or her supervisor.
- 7.6. The Contractor shall complete a staff development plan annually with each staff person by his or her supervisor that is based upon the staff's annual performance review, and that includes objectives and methods for improving the staff person's work-related skills and knowledge.
- 7.7. The Contractor shall conduct or refer staff to training activities that address objectives for improving staff competencies and according to the staff's development plan, along with ongoing training in protection of member and participant rights.
- 7.8. The Contractor agrees to maintain documentation in files of the staffs completed trainings and certifications.
- 7.9. The Contractor shall obtain Department approval 30 days prior to the training date, for all trainings provided by the Contractor or to attend trainings other than offered by the Contractor for staff at least on an annual basis such as but not limited to:
 - 7.9.1. Peer Support;
 - 7.9.2. Warmline;
 - 7.9.3. Facilitating Peer Support Groups;
 - 7.9.4. Sexual Harassment; and
 - 7.9.5. Member Rights.
- 7.10. The Contractor shall provide Intentional Peer Support training and its required consultations to meet certification a minimum of every other year.
- 7.11. The Contractor agrees that if Intentional Peer Support is not being offered in a given year the Contractor shall provide Wellness, Recovery, and Planning training to staff.
- 7.12. The Contractor agrees that Administrative staff, including the Executive Director, shall participate in trainings on:
 - 7.12.1. Staff Development;
 - 7.12.2. Supervision;
 - 7.12.3. Performance Appraisals;
 - 7.12.4. Employment Practices
 - 7.12.5. Harassment;
 - 7.12.6. Program Development;
 - 7.12.7. Complaints and the Complaint Process; and
 - 7.12.8. Financial Management.



Exhibit A

- 7.13. The Vendor shall ensure that annual Wellness Training is available to staff and members, and may be provided to other mental health consumers who do not identify themselves as members of a peer support agency in the region.
- 7.14. The Contractor shall obtain prior approval by the Department at least five (5) days prior to the training, to provide or refer staff to specific training proposed by either the Department or the Contractor.
- 7.15. The Contractor agrees to provide documentation to the Department within 30 days from the training in Section 7.14 that demonstrates the staff person(s) participation and completion of said training.
- 7.16. The Contractor agrees to collaborate with other Peer Support Agencies to offer combined trainings to facilitate more efficient use of training funds and to increase the scope of trainings offered.
- 7.17. The Contractor shall require that all employees, members, or volunteers who drive Contractor owned vehicles sign a State of New Hampshire Release of Individual Motor Vehicle Driver Records form. Those records must indicate a safe driving record, and that the driver has participated in a National Safety Council Defensive Driving course offered through a State of New Hampshire approved agency.
- 7.18. The Contractor shall purge all data in accordance with the instructions from the Department pertaining to members, participants, and guests who have not received peer support services within the prior two-year period.

8. Composition and Responsibilities of a Peer Support Agency

- 8.1. The Contractor shall establish and maintain a status as a Peer Support Agency by:
 - 8.1.1. Being incorporated with the Secretary of State's Office as a non-for-profit agency
 - 8.1.2. Having a plan for governance that requires:
 - 8.1.2.1. A Board of Directors who:
 - a. Have the responsibility for the entire management and control of the property and affairs of the corporation;
 - b. Have the powers usually vested in the board of directors of a non-for-profit corporation
 - c. Is comprised of no fewer than 9 individuals with at least 51% of the individuals who self identify as consumers and no more than 20% of the board members shall be related by blood, marriage, or cohabitation to other board members.
 - d. Establish and maintain the bylaws
 - 8.1.2.2. Bylaws that outline the:
 - a. Responsibilities and powers of the Board of Directors,



Exhibit A

- b. Term limits for the board of director officers that shall not allow more than 20% of the board members to serve for more than 6 consecutive years
 - c. Nominating process that actively recruits diverse individuals whose skills and life experiences will serve the needs of the agency
 - d. A procedure by which inactive peer support agency members are removed from the peer support agency board.
- 8.2. The Contractor will submit to the Department within 5 days, a corrective action plan with time frames when the Board of Directors membership falls below the required minimum of nine (9).
- 8.3. The Contractor will submit to the Department and NH Department of Justice, Division of Charitable Trusts and the Department, and updated list of current board members and a corrective action plan with timeframes when the Board of Directors membership falls below the State of New Hampshire minimum required number of five (5).
- 8.4. The Contractor shall have written descriptions outlining the duties of the members and officers of the board of directors.
- 8.5. The Contractor shall have a documented Orientation Process and Manual for the members and officers of the board of directors.
- 8.6. The Contractor shall have annual trainings related to the members and officers of the Board of Directors roles and responsibilities, including fiduciary responsibilities.
- 8.7. The Contractor's Board of Directors shall have fiduciary responsibility for the agency including approval of agency financial policies and procedures that includes, but not be limited to, the following:
 - 8.7.1. Cash Management including cash receipts, cash disbursements, and petty cash;
 - 8.7.2. Accounts Payable/Receivable Procedures, payroll, and fixed assets;
 - 8.7.3. Internal Control Procedures; and
 - 8.7.4. Expense Reimbursement and Advance Policy.
- 8.8. The Contractor shall have open attendance to peer support agency members during a portion of a board meeting.
- 8.9. The Contractor shall publish the times and locations of Board of Director meetings in an effort to encourage peer support agency member attendance.
- 8.10. The Contractor's Board of Directors shall:
 - 8.10.1. Maintain written records (board minutes) of their meetings including but not limited to, topics discussed, votes and actions taken, and a monthly review of the agency's financial status and submit the minutes to the Department within 60 days of the meeting.
 - 8.10.2. Maintain a current Board of Director list, including but not limited to, member name, board office held, address, phone number, e-mail address, date joined, and term expiration date.



Exhibit A

- 8.10.3. Maintain documentation of the process and results of annual board elections.
- 8.10.4. Notify the Department immediately in writing of any change in board membership.
- 8.11. The Contractor shall maintain and make available to the Department upon request a policy manual that at a minimum includes policies for :
 - 8.11.1. Human Resources
 - 8.11.2. Staff Development
 - 8.11.3. Financial Responsibilities
 - 8.11.4. Protection for member and participant rights.
- 8.12. The Contractor agrees to pursue other sources of revenue to support additional peer support services and/or supplement other related activities that the Department may not pay for under this Agreement.

9. Participation in Statewide/Regional Meetings

- 9.1. The Contractor shall support the recruitment and training of individuals for serving on local, regional and state mental health policy, planning and advisory initiatives. Participation of individuals shall be from other than the Contractor's employees who provide leadership development meetings, workshops, and training events.
- 9.2. The Contractor's Executive Director, or designee, shall attend the Department's monthly Peer Support Directors' meeting that is held for the purpose of information exchange, support, and strengthening of the statewide Peer Support system.
- 9.3. The Contractor shall meet at least two (2) times per year, with other regional community support organizations that serve the same populations, e.g., mental health centers, area homeless shelters, community action programs, housing agencies, etc.,
- 9.4. The Contractor shall submit to the Department written documentation demonstrating attendance at the meetings, but not limited to, the meetings in Section 9.2 and 9.3.

10. Grievance and Appeals

- 10.1. The Contractor shall submit for Department approval within 30 days from the contract effective date a grievance and appeals process that includes, but not limited to:
 - 10.1.1. Receiving complaints orally or in writing and anonymously that includes at a minimum;
 - 10.1.1.1. consumer name,
 - 10.1.1.2. date of written grievance,
 - 10.1.1.3. nature/subject of the grievance.
 - 10.1.2. Assisting consumers with the grievance and appeal process such as but not limited to filing a complaint



Exhibit A

- 10.1.3. Tracking complaints
- 10.1.4. Investigating allegations that a member's or participant's rights have been violated by agency staff, volunteers or consultants;
- 10.1.5. An immediate review of the complaint and investigation by the Contractor's director or his or her designee
- 10.1.6. A process to attempt to resolve every grievance for which a formal investigation is requested.
- 10.1.7. Following completion of a formal investigation, the board of directors of the PSA shall issue a written decision to the member or participant within 20 business days setting forth the disposition of the grievance.
- 10.1.8. Submitting a copy of the written decision in Section 10.1.7 of the complaint to the Department within 10 days from the written decision.
- 10.1.9. An appeal process for members or participants to appeal the written decision made in Section 10.1.7

11. Deliverables

- 11.1. The Contractor shall submit for Department approval by July 31 of each State Fiscal Year, a Peer Support Agency Quarterly Statistical Data Form provided by the Department that provides each State Fiscal Years deliverables, such as but not limited to the number of members, participants, program utilization, phone contacts, outreach activities, educational events.
- 11.2. The Contractor shall increase the unduplicated numbers being served in Section 11.1 by ten (10) percent of the total served in the previous year, for each subsequent State Fiscal Year.
 - 11.2.1. The Contractor shall provide a plan for Department approval by July 31 of each State Fiscal Year, describing how the Contractor will increase the deliverables described in Section 11.2.

12. Reporting

- 12.1. The Contractor agrees to report on forms provided by the Department a list of the trained individuals as in Section 7.
- 12.2. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly peer support service deliverables, as in Section 11 on forms supplied by the Department.
- 12.3. The Contractor shall report to the Department by the 30th of the month following the quarter, quarterly Revenue and Expenses by cost and/or program category and locations, on forms supplied by the Department.
- 12.4. The Contractor shall report to the Department by the 30th of the month following the quarter, a quarterly Capital Expenditure Report, on a form supplied by the Department.



Exhibit A

12.5. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months, interim Balance Sheet, and Profit and Loss Statements for the Contractor including separate statements for related parties that are certified by an officer of the reporting entity to measure the agency's fiscal integrity as follows:

12.5.1. Current Ratio that measures the Contractor's total current assets available to cover the cost of current liabilities by using the following formula: Total current assets divided by total current liabilities. The Contractor shall maintain a minimum current ratio of 1.1:1.0 with no variance allowed.

12.5.2. Accounts Payable that measures the Contractor's timeliness in paying invoices. The Contractor shall not have outstanding invoices greater than sixty (60) days.

12.5.3. Budget Management that compares budget to actual revenues and expenses to determine on a year -to-date basis the percentage of the Contractors budget executed year-to-date.

12.5.3.1. Formula: (Revenues) Actual year-to-date revenues compared to budgeted revenues divided by twelve (12) months times the number of months in the reporting period. (Expenses) Actual year-to-date expenses compared to budgeted expenses divided by twelve (12) months times the number of months in the reporting period.

12.5.3.2. Performance Standard: Revenues shall be equal to or greater than the year-to-date calculation. Expenses shall be equal to or less than the year-to-date calculation.

12.6. The Contractor shall provide to the Department by the 30th of the month following the end of each month, the prior months Board of Director meeting minutes including all attachments such as but not limited to the Executive Directors report.

13. Quality Improvement

13.1. The Contractor agrees to quality assurance review as follows:

13.1.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

13.1.2. Ensure the Department is provided with access that includes but is not limited to:

13.1.2.1. Data

13.1.2.2. Financial records

13.1.2.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.

13.1.2.5. Scheduled phone access to Contractor principals and staff

13.2. The Contractor shall perform monitoring and comprehensive quality and assurance activities including but not limited to:

13.2.1. Participate in quality improvement review as in Section 13.1



Exhibit A

- 13.2.2. Conduct member satisfaction surveys provided by and as instructed the Department.
- 13.2.3. Review of personnel files for completeness; and
- 13.2.4. Review of complaint process.
- 13.3. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, Block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded by:
 - 2.1. New Hampshire General Funds;
 - 2.2. Federal funds from the United States Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, Community Mental Health Services Block Grant (CFDA #93.958).
3. The Contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements in Section 2 above.
4. The Department may make an initial payment to the Contractor each July of an amount determined by the Department as necessary for the Contractor to initiate services each State Fiscal Year.
5. Subsequent to the action in Section 4, the Department shall make monthly payments to the Contractor of either 1/12 or based upon documented cash needs as submitted by the Contractor to maintain services and approved by the Department, of the Department approved budget amounts in Exhibit B-1 and B-2.
 - 5.1. In no event shall the total of the initial payment in Section 4 and monthly payments in Section 5 exceed the budget amounts in Exhibit B-1 and B-2.
 - 5.2. The Department will adjust monthly payments for expenditures set forth in Section 9 below and amounts paid to initiate services in Section 4 above.
 - 5.3. Expenditures shall be in accordance with the budgets identified as Exhibits B-1 through Exhibits B-2, as approved by the Department.
 - 5.4. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures, the Contractor may submit in writing for Department approval by June 1 of each State Fiscal Year a plan to expend the excess funds.
 - 6.1. The Contractor agrees that when funding received by the Department exceeds the Contractor's actual expenditures and does not submit a plan to the Department by June 1 of each State Fiscal Year, then Contractor agrees to return those unspent funds to the Department.
7. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to Exhibits B-1 through Exhibits B-2, to adjust amounts within the budgets, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

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Exhibit B

8. Payment for services provided in Exhibit A Scope of Services shall be made as follows:
- 8.1. The Contractor shall submit an invoice on Department supplied forms, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor in accordance with Section 5, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
 - 8.2. The invoice must be submitted to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
9. Of the Budgeted amounts identified in Exhibits B-1 and B-2, for each State Fiscal Year the following activities will be reimbursed only on a cost reimbursement basis (except for 9.2 Capital Reserve Fund, See Section 11 below), only upon prior approval of the Department, and up to the amounts listed below as follows:
- 9.1. Training and Development: \$1,000.
 - 9.2. Capital Reserve Fund: \$0.
 - 9.3. Capital Expenditure: \$0.
 - 9.4. Crisis Respite: \$0.
 - 9.5. Retirement: \$1,770.
10. The Contractor shall submit an invoice on Department supplied forms for expenditures listed in Section 9 above, by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor on actual expenditures, within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.
- 10.1. The invoice must be submitted to:
Financial Manager
Bureau of Behavioral Health
Department of Health and Human Services
105 Pleasant Street, Main Building
Concord, NH 03301
11. Capital Reserve Fund: The Contractor agrees that the amount budgeted for Capital Reserve Fund in Section 9 is the maximum amount of funding the Contractor estimates to use for a future expenditure (in subsequent State Fiscal Years of the contract period) of a capital expense.
- 11.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
 - 11.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
 - 11.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
 - 11.4. The Contractor shall invoice the Department by May of each State Fiscal Year on a Department supplied form to receive funding for the Capital Reserve Fund.



Exhibit B

- 11.5. The Contractor shall deposit funds identified as Capital Reserve Fund in Section 9 into a restricted account, in an amount not to exceed the equivalent of the depreciation of real and non-real property capital items, for replacement, repairs/maintenance of same.
- 11.6. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account and purchase the item in Section 11.2 above.
- 11.7. The Contractor agrees to return the unspent money in the Capital Reserve Fund should the Agreement be terminated or end without the purchase of the capital item.
12. Capital Expenditure: The Contractor agrees that the amount budgeted for Capital Expenditure in Section 9 is for a capital expense approved by the Department for an expense in the current State Fiscal Year.
 - 12.1. The Contractor agrees that a capital expense is for purchase of an item with a life of greater than one year.
 - 12.2. The Contractor shall provide the Department with three quotes and explanation for the capital item and shall obtain Department approval prior to purchasing the item.
 - 12.3. The Contractor agrees that real estate and major capital building improvements are not an allowable capital expenditure.
13. Retirement: The Contractor shall deposit funds identified as Retirement in Section 9 into a restricted account. The Contractor agrees to obtain prior approval from the Department to withdraw the funding from the restricted account to pay for retirement benefits.
14. Any expenditure that exceeds the approved budgets in Section 5 shall be solely the financial responsibility of the Contractor.
15. The Contractor shall provide supporting documentation, when required by the Department, to support evidence of actual expenditures, in accordance with the Department approved budgets in Section 5.
16. When the contract price limitation is reached the program shall continue to operate at full capacity at no charge to the Department for the duration of the contract period.
17. Funding may not be used to replace funding for a program already funded from another source.
18. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
19. The Department reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
20. Contractor will have forty-five (45) days from the end of each State Fiscal Year to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.

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Exhibit B-1

BUDGET FORM

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Tri-City Consumers' Action Co-operative

Budget Request for: Peer Support Services
(Name of RFP)

Budget Period: 7/1/16 through 6/30/17

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	99,871
602	Employee Benefit	19,576
603	Payroll taxes	7,640
	Subtotal	127,088
620	PROFESSIONAL FEES	
624	Accounting	
625	Audit Fees	4,600
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	4,600
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	24,504
643	Heating Costs	0
644	Other Utilities	3,102
645	Maintenance and Repairs	600
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	28,206
650	CONSUMABLE SUPPLIES	
651	Office	800
652	Building/Household	1,591
653	Rehabilitation/Training	
655	Food	300
657	Other Consumable Supplies	535
	Subtotal	3,226
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	
670	EQUIPMENT RENTAL	2,400
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	
710	PRINTING	
720	TELEPHONE/COMMUNICATIONS	3,200
730	POSTAGE/SHIPPING	600
	Subtotal	6,200
740	TRANSPORTATION	
741	Board Members	
742	Staff	1,000
743	Members and Participants	6,100
	Subtotal	7,100
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	1,858
763	Comprehensive Property & Liability	4,830
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	
	Subtotal	7,188
	TOTAL PROGRAM EXPENSES	184,607

Exhibit B-2

BUDGET FORM

New Hampshire Department of Health and Human Services COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Bidder Name: Tri-City Coop

Budget Request for: Peer Support Services
(Name of RFP)

Budget Period: 7/1/17 through 6/30/18

Line Item Budget Reference Number	Line Item Budget Description	Total Amount
600	PERSONNEL COSTS	
601	Salary & Wages	99,871
602	Employee Benefit	19,576
603	Payroll taxes	7,640
	Subtotal	127,088
620	PROFESSIONAL FEES	
624	Accounting	
625	Audit Fees	4,600
626	Legal Fees	
627	Other Professional Fees and Consultants	
	Subtotal	4,600
630	STAFF DEVELOPMENT AND TRAINING	
631	Publications and Journals	
632	In-Service Training	1,000
633	Conferences and Conventions	
634	Other Staff Development	
	Subtotal	1,000
640	OCCUPANCY COSTS	
641	Rent	0
642	Mortgage Payments	24,504
643	Heating Costs	0
644	Other Utilities	3,102
645	Maintenance and Repairs	600
646	Taxes	
647	Other Occupancy Costs	
	Subtotal	28,206
650	CONSUMABLE SUPPLIES	
651	Office	800
652	Building/Household	1,591
653	Rehabilitation/Training	
655	Food	300
657	Other Consumable Supplies	535
	Subtotal	3,226
	Other Expenses	
660	CAPITAL EXPENDITURES	
665	DEPRECIATION	
670	EQUIPMENT RENTAL	2,400
680	EQUIPMENT MAINTENANCE	
700	ADVERTISING	
710	PRINTING	
720	TELEPHONE/COMMUNICATIONS	3,200
730	POSTAGE/SHIPPING	600
	Subtotal	6,200
740	TRANSPORTATION	
741	Board Members	
742	Staff	1,000
743	Members and Participants	6,100
	Subtotal	7,100
750	Assistance to Individuals	
751	Client Services	
752	Clothing	
	Subtotal	0
760	INSURANCE	
762	Vehicles	1,858
763	Comprehensive Property & Liability	4,830
800	OTHER EXPENDITURES	500
801	INTEREST EXPENSE	
	Subtotal	7,188
	TOTAL PROGRAM EXPENSES	184,607



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 within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
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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5/20/16

New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Department reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Tri-City Consumers'
Action Co-Operative

Contractor Name:

Sharon Reynolds
Sharon Reynolds
Name: Sharon Reynolds
Title: President

5/30/16
Date



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.

5/30/16
Date

Contractor Name: Tri-City Consumers' Action Co-operative
Sharon Reynolds
Name: Sharon Reynolds
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

5/30/16
Date

Contractor Name: Tri-city Consumers' Action Co-operative
Sharon Reynolds
Sharon A. Reynolds
Name: Sharon A. Reynolds
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Contractor Initials

SR

Date

8/30/16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

5/30/16
Date

Tri-City Consumers'
Action Co-Operative
Contractor Name:
Sharon G. Reynolds
Sharon Reynolds
Name:
Title: President

Exhibit G

Contractor Initials SR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations
and Whistleblower protections

Date 5/30/16



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.

5/30/16
Date

Contractor Name: Tri-City Consumers' Action Co-operative
Sharon Reynolds
Name: Sharon Reynolds
Title: President



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

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5/30/16



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 & Human Services
The State

Katya S Fox
Signature of Authorized Representative

Katya S Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/6/16
Date

Tri-City Consumers'
Action Co-Operative
Name of the Contractor

Sharon Reynolds
Signature of Authorized Representative

Sharon Reynolds
Name of Authorized Representative

President
Title of Authorized Representative

5/30/16
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.

Date 5/30/16

Contractor Name: Tri-City Consumers' Action Co-operative
Sharon Reynolds
Name: Sharon Reynolds
Title: President

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 967327425
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 X 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: _____