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

Lori A. Shibinette
 Commissioner

Katja S. Fox
 Director

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February 3, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing agreement with the vendor listed in **bold** below to provide non-Medicaid community mental health services, by increasing the total price limitation by \$148,085 from \$27,704,816 to \$27,852,901 with no change to the completion date of June 30, 2021, effective upon Governor and Executive Council approval. 89% Federal Funds, 11% General Funds.

The Governor and Executive Council approved the original agreements on June 21st, 2017 (Late Item A), which were subsequently amended as approved by the Governor and Executive Council as indicated in the table below.

Vendor	Current Budget	Increase / (Decrease) Budget	Total Budget	Contract History
Northern Human Services	\$2,206,346	\$148,085	\$2,354,431	O: 6/21/17, Late Item A A1: 6/19/19, #29
West Central Services DBA West Central Behavioral Health	\$1,401,218	\$0	\$1,401,218	O: 6/21/17, Late Item A A1: 6/19/19, #29
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	\$1,447,650	\$0	\$1,447,650	O: 6/21/17, Late Item A A1: 6/19/19, #29
Riverbend Community Mental Health, Inc.	\$1,810,770	\$0	\$1,810,770	O: 6/21/17, Late Item A A1: 6/19/19, #29
Monadnock Family Services	\$1,702,040	\$0	\$1,702,040	O: 6/21/17, Late Item A A1: 6/19/19, #29
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	\$5,262,612	\$0	\$5,262,612	O: 6/21/17, Late Item A A1: 9/13/17, #15 A2: 12/19/18, #19 A3: 6/19/19, #29
The Mental Health Center of Greater Manchester, Inc.	\$6,897,278	\$0	\$6,897,278	O: 6/21/17, Late Item A A1: 6/19/19, #29
Seacoast Mental Health Center, Inc.	\$3,668,718	\$0	\$3,668,718	O: 6/21/17, Late Item A A1: 6/19/19, #29
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	\$1,389,362	\$0	\$1,389,362	O: 6/21/17, Late Item A A1: 6/19/19, #29
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	\$1,918,822	\$0	\$1,918,822	O: 6/21/17, Late Item A A1: 9/20/18, #21 A2: 6/19/19, #29
Total	\$27,704,816	\$148,085	\$27,852,901	

Funds are available in the following account(s) for State Fiscal Year 2020 and 2021, with authority to adjust amounts within the price limitation and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The agreements are **sole source** because community mental health services are not subject to the competitive bidding requirement of NH Administrative Rule ADM 601.03. The Department contracts for services through the community mental health centers, which are designated by the Department to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. This request, if approved, will allow the Department to provide in-reach liaison services that will facilitate collaboration between individuals residing in the Glenclyff Home and the statewide network of community mental health centers.

The purpose of this request is to add an In-Reach liaison to the Northern Human Services community mental health center team to provide in-reach services that include meeting with Glenclyff Home residents and staff, and applicable community mental health center staff, to support and facilitate resident transitions back to the community. The liaison will help residents explore options for community living and will support transition planning. The Glenclyff Home is within the Northern Human Services community mental health region. The In-Reach liaison will serve as the designated liaison to all ten (10) community mental health centers.

The Glenclyff In-Reach liaison will provide in-reach services to approximately 100 individuals from March 1, 2020 through June 30, 2021. Approximately 45,000 adults, children and families statewide are served by the community mental health centers.

The community mental health center contracts provide mental health services required per NH RSA 135-C and in accordance with State regulations applicable to the State mental health system, including NH Administrative Rules He-M 401 Eligibility Determination and Individual Service Planning, He-M 403 Approval and Operation of Community Mental Health Programs, He-M 408 Clinical Records, and He-M 426 Community Mental Health Services. These contracts and services also support compliance with the Community Mental Health Agreement.

Community Mental Health Agreement services build resiliency, promote recovery, reduce inpatient hospital utilization and improve community tenure. The In-Reach liaison supports transitions for identified residents by providing services including, but not limited to: engaging in shared learning with Glenclyff Home residents regarding the values of integrated community-based living; addressing residents' regional and cultural preferences, special medical needs, behavioral health-related issues and similar concerns; collaborating with residents, guardians, Glenclyff Home staff, and community providers to achieve resident transition plan goals; meeting with residents to discuss their living preferences and assist with submitting applications for those options; and developing working relationships with community providers, property management entities, and other community resources to identify community-based living options that meet residents' transition needs. These services are within the scope authorized under the Community Mental Health Agreement.

The Department effectiveness in delivering services will be measured through the monitoring of the following performance measures:

- Glenclyff Home residents have a better awareness of the benefits of community-based living;
- Glenclyff Home residents are better prepared to return to community-based living; and
- Community stakeholders, including providers, are better prepared to participate and collaborate in transition planning activities, and to provide needed community-based services and housing opportunities to Glenclyff Home residents seeking transition.

Should the Governor and Executive Council not authorize this request, Glencliff Home residents will not have access to an important pathway of information and supports needed to help them transition from the Glencliff Home to community-based living, and compliance with this requirement within the CMHA will not be achieved.

Area served: Statewide

Source of Funds: 89% Federal Funds from Centers for Medicare and Medicaid Services. CFDA# 93.778/FAIN# 05-1505NHBIPP and 11% General Funds.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Fiscal Details

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

Northern Human Services (Vendor Code 177222-B004)

PO #1056762

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$379,249	\$0	\$379,249
2019	102-500731	Contracts for program services	92204117	\$469,249	\$0	\$469,249
2020	102-500731	Contracts for program services	92204117	\$645,304	\$0	\$645,304
2021	102-500731	Contracts for program services	92204117	\$645,304	\$15,962	\$661,266
			Subtotal	\$2,139,106	\$15,962	\$2,155,068

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

PO #1056774

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$322,191	\$0	\$322,191
2019	102-500731	Contracts for program services	92204117	\$412,191	\$0	\$412,191
2020	102-500731	Contracts for program services	92204117	\$312,878	\$0	\$312,878
2021	102-500731	Contracts for program services	92204117	\$312,878	\$0	\$312,878
			Subtotal	\$1,360,138	\$0	\$1,360,138

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

PO #1056775

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$328,115	\$0	\$328,115
2019	102-500731	Contracts for program services	92204117	\$418,115	\$0	\$418,115
2020	102-500731	Contracts for program services	92204117	\$324,170	\$0	\$324,170
2021	102-500731	Contracts for program services	92204117	\$324,170	\$0	\$324,170
			Subtotal	\$1,394,570	\$0	\$1,394,570

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

PO #1056778

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$381,653	\$0	\$381,653
2019	102-500731	Contracts for program services	92204117	\$471,653	\$0	\$471,653
2020	102-500731	Contracts for program services	92204117	\$237,708	\$0	\$237,708
2021	102-500731	Contracts for program services	92204117	\$237,708	\$0	\$237,708
			Subtotal	\$1,328,722	\$0	\$1,328,722

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$357,590	\$0	\$357,590
2019	102-500731	Contracts for program services	92204117	\$447,590	\$0	\$447,590
2020	102-500731	Contracts for program services	92204117	\$357,590	\$0	\$357,590
2021	102-500731	Contracts for program services	92204117	\$357,590	\$0	\$357,590
			Subtotal	\$1,520,360	\$0	\$1,520,360

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

PO #1056782

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$1,183,799	\$0	\$1,183,799
2019	102-500731	Contracts for program services	92204117	\$1,273,799	\$0	\$1,273,799
2020	102-500731	Contracts for program services	92204117	\$1,039,854	\$0	\$1,039,854
2021	102-500731	Contracts for program services	92204117	\$1,039,854	\$0	\$1,039,854
			Subtotal	\$4,537,306	\$0	\$4,537,306

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

PO #1056784

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$1,646,829	\$0	\$1,646,829
2019	102-500731	Contracts for program services	92204117	\$1,736,829	\$0	\$1,736,829
2020	102-500731	Contracts for program services	92204117	\$1,642,884	\$0	\$1,642,884
2021	102-500731	Contracts for program services	92204117	\$1,642,884	\$0	\$1,642,884
			Subtotal	\$6,669,426	\$0	\$6,669,426

Fiscal Details

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

PO #1056785

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

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

PO #1056787

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

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

PO #1056788

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$350,791	\$0	\$350,791
2019	102-500731	Contracts for program services	92204117	\$440,791	\$0	\$440,791
2020	102-500731	Contracts for program services	92204117	\$346,846	\$0	\$346,846
2021	102-500731	Contracts for program services	92204117	\$346,846	\$0	\$346,846
			Subtotal	\$1,485,274	\$0	\$1,485,274
Total CMH Program Support				\$24,840,364	\$16,962	\$24,856,316

06-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

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

PO #1056782

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

06-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

PO #1056782

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

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

PO #1056774

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

Fiscal Details

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

PO #1056775

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

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

PO #1056778

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

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

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

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

PO #1056782

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

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

PO #1056784

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

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

PO #1056785

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

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

PO #1056787

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

Fiscal Details

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

PO #1056788

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

06-96-92-921010-2063 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

PO #1056782

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

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

PO #1056774

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

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

PO #1056775

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

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

PO #1056778

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

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

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

Fiscal Details

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

PO #1056782

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

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

PO #1056784

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

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

PO #1056785

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

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

PO #1056787

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

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

PO #1056788

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

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

Northern Human Services (Vendor Code 177222-B004)

PO #1056782

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

Fiscal Details

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

PO #1056774

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

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

PO #1056775

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

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

PO #1056778

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

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

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

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

PO #1056782

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

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

PO #1056784

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
2019	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
2020	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
2021	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
			Subtotal	\$14,160	\$0	\$14,160

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

PO #1056785

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

Fiscal Details

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

PO #1056787

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

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

PO #1056788

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

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

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

PO #1056778

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

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

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

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

PO #1056782

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

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

PO #1056784

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

Fiscal Details

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

PO #1056785

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

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

PO #1056788

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$29,500	\$0	\$29,500
2019	102-500731	Contracts for program services	42307150	\$29,500	\$0	\$29,500
2020	102-500731	Contracts for program services	42307150	\$38,234	\$0	\$38,234
2021	102-500731	Contracts for program services	42307150	\$38,234	\$0	\$38,234
Subtotal				\$135,468	\$0	\$135,468
Total Child - Family Services				\$887,698	\$0	\$887,698

05-95-92-920610-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Fund)

Seacoast Mental Health Center (Vendor Code 174089-R001)

PO #1056785

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

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

PO #1056785

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

06-95-49-490610-2985 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMM-BASED CARE SVCS DIV, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

PO #1056782

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services		\$0	\$0	\$0
2019	102-500731	Contracts for program services		\$0	\$0	\$0
2020	102-500731	Contracts for program services	49053316	\$0	\$132,123	\$132,123
2021	102-500731	Contracts for program services		\$0	\$0	\$0
Subtotal				\$0	\$132,123	\$132,123
Total Mental Health Block Grant				\$0	\$132,123	\$132,123

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



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Mental Health Services Contract**

This 2nd Amendment to the Mental Health Services contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Northern Human Services, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 87 Washington Street, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Late Item A), as amended on June 19, 2019, (Item #29), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,354,431.
2. Add Exhibit A-1 – Amendment #2, Glencliff Home In-Reach Services.
3. Modify Exhibit B, Methods and Conditions Precedent to Payment by replacing in its entirety with Exhibit B – Amendment #2, Methods and Conditions Precedent to Payment, hereby incorporated by referenced and incorporated herein.

New Hampshire Department of Health and Human Services
Mental Health Services



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

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

State of New Hampshire
Department of Health and Human Services

1/31/20
Date

[Signature]
Name: Katja S. Fox
Title: Director

Northern Human Services

1.29.20
Date

[Signature]
Name: Eric Johnson
Title: CEO

Acknowledgement of Contractor's signature:

State of NH, County of Carroll on January 29, 2020 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

Susan Wiggin, Notary
Name and Title of Notary or Justice of the Peace

My Commission Expires: 9.27.22



New Hampshire Department of Health and Human Services
Mental Health Services



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

OFFICE OF THE ATTORNEY GENERAL

1/31/20
Date

Catherine Pinos
Name: CATHERINE PINOS
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-1 – Amendment #2

Glenclyff Home In-Reach Services

1. Glenclyff Home In-Reach Liaison

- 1.1. The Contractor shall ensure In-Reach services are available to residents at the Glenclyff Home through an In-Reach Liaison who:
 - 1.1.1. Assists residents with exploring options for living in the community.
 - 1.1.2. Provides information to residents relative to community-based opportunities.
 - 1.1.3. Assists residents with acquiring skills to be active members of the community.
 - 1.1.4. Offers support to enable individuals to venture out and participate in community-based re-engagement opportunities.
- 1.2. The Contractor shall ensure the In-Reach Liaison coordinates access to Glenclyff Home residents; scheduling and transportation; and other services with the Department-designated Glenclyff Home staff.
- 1.3. The Contractor shall ensure the In-Reach Liaison abides by Glenclyff Home policies and practices identified as applicable to the In-Reach Liaison by the Department.
- 1.4. The Contractor shall ensure the In-Reach Liaison prioritizes In-Reach service delivery to those residents identified by Department-designated Glenclyff Home staff, as most appropriate and in need of in-reach services.
- 1.5. The Contractor shall ensure the In-Reach Liaison collaborates with the resident, Glenclyff Home staff, and community providers to achieve the goals identified in the resident's transition plan.
- 1.6. The Contractor shall ensure the In-Reach Liaison works in partnership with residents and staff at Glenclyff Home, as well as guardians, if applicable, and community-based providers and agencies to assist residents with their planning and transition process.
- 1.7. The Contractor shall ensure the In-Reach Liaison:
 - 1.7.1. Supports case coordination and transition planning efforts currently in place at Glenclyff Home.
 - 1.7.2. Engages in shared learning with Glenclyff Home residents regarding the values of integrated community-based living.
 - 1.7.3. Provides information, testimonials, and resources, though group educational sessions and individual consultations, on the array of services and supports available to assist residents successfully return to community-based living.
 - 1.7.4. Addresses residents' regional and cultural preferences; special medical needs; behavioral health-related issues; and similar concerns that may arise.
 - 1.7.5. Collaborates with the resident, Glenclyff Home staff, and community providers to achieve the goals identified in the resident's transition plan.
- 1.8. The Contractor shall ensure the In-Reach Liaison provides an array of support services that may include, but are not limited to:



Exhibit A-1 – Amendment #2

- 1.8.1. Meeting with residents to discuss placement options and assist with application submissions, which include follow-ups, as necessary, to facilitate timely placements that meet residents' goals, needs, and preferences.
- 1.8.2. Developing working relationships with community providers, property management entities, realtors, and other community resources as needed, to identify additional community placement partners interested in creating residential options to meet residents' transition needs.
- 1.8.3. Participating in transition planning meetings and working with the applicable team to identify opportunities and resolve barriers in order to facilitate timely and successful transitions.
- 1.8.4. Arranging, facilitating, and transporting residents to engage in community-based opportunities that may include, but are not limited to visiting community providers and agencies as well as housing options.

2. Performance Outcomes and Reporting

- 2.1. The Contractor shall submit monthly reports that include information to determine the achievement of anticipated performance outcomes associated with the In-Reach services provided during the previous month:
- 2.2. The Contractor shall ensure monthly reporting demonstrates:
 - 2.2.1. Residents have a better awareness of the benefits of community-based living, as evidenced by:
 - 2.2.1.1. Attending group presentations provided or facilitated by the In-Reach Liaison that include information, testimonials, and resources about the broad array of services and supports available to help residents successfully return to community-based living.
 - 2.2.1.2. Meeting with the In-Reach Liaison to discuss the service array of community mental health services for which the resident may benefit from receiving if the resident transitioned to community living, which may include, but are not limited to:
 - 2.2.1.2.1. Assertive Community Treatment (ACT).
 - 2.2.1.2.2. Supported Housing.
 - 2.2.1.2.3. Supported Employment.
 - 2.2.1.2.4. Residential placement options.
 - 2.2.2. Residents are better prepared to return to community-based living, as evidenced by:
 - 2.2.2.1. Engaging in shared learning activities with the In-Reach Liaison around the values of integrated community-based living.
 - 2.2.2.2. Meeting with the In-Reach Liaison and, when applicable, family members, guardian, Glencliff Home staff, and other specified supports to identify concerns or reservations regarding community-based living and developing strategies to address or resolve such concerns and reservations.



Exhibit A-1 – Amendment #2

- 2.2.3. Community stakeholders, who are potential service and housing providers for Glenclyff Home residents upon re-entry to the community, are better prepared to participate and collaborate in transition planning activities and to provide needed community-based services as well as housing opportunities to residents, as evidenced by:
 - 2.2.3.1. Participating in resident-specific transition discussions, with the In-Reach Liaison, to identify the potential appropriateness and ability of stakeholders to provide services to the resident upon return to community-based living and, when applicable, identify barriers that need to be addressed.
 - 2.2.3.2. Meeting with the In-Reach Liaison, the resident, and applicable family members or guardian, as applicable, to introduce and orient the resident to the potential service provision or placement site opportunities the stakeholder may be able to provide to the resident should the resident return to community-based living.
- 2.3. The Contractor shall, within thirty (30) days of hiring the In-Reach Liaison, collaborate with the Department to finalize the data elements to be captured and reported on a monthly basis to demonstrate the degree to which performance outcomes specified in 2.2. are achieved. All reporting is subject to Department approval.



Exhibit B - Amendment #2

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions of this Agreement, Form P-37, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Services are funded with New Hampshire General Funds and with federal funds made available by the United States Department of Health and Human Services under:
 - CFDA #: N/A
 - Federal Agency: U.S. Department of Health and Human Services
 - Program Title: Behavioral Health Services Information System (BHSIS)
 - FAIN: N/A

 - CFDA #: 93.778
 - Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS)
 - Program Title: Medical Assistance Program
 - FAIN: 1705NH5MAP

 - CFDA #: 93.778
 - Federal Agency: U.S. Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS)
 - Program Title: Balancing Incentive Program (BIP)
 - FAIN: 05-1505NHBIPP
3. The Contractor agrees to provide the services in Exhibit A Scope of Services and Exhibit A-1, Glenclyff Home In-Reach Services, in compliance with funding requirements.
4. The Contractor shall provide a Revenue and Expense Budget, a template for which is included in Exhibit B, Appendix 1, within twenty (20) business days from the effective date of the contract, for DHHS approval
5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
6. DHHS reserves the right to recover any program funds not used, in whole or in part, for the purposes stated in this Agreement from the Contractor within one hundred and twenty (120) days of the Completion Date.
7. Mental Health Services provided by the Contractor shall be paid by the New Hampshire Department of Health and Human Services as follows:
 - 7.1. For Medicaid enrolled individuals:
 - 7.1.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
 - 7.1.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
 - 7.2. For individuals with other insurance or payors:
 - 7.2.1. The Contractor shall directly bill the other insurance or payors.



Exhibit B - Amendment #2

8. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department when appropriate. For the purpose of Medicaid billing and all other reporting requirements, a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the below table define how many units to report or bill.

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

9. Other Contract Programs:

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

Program To Be Funded	SFY19 Amount	SFY20 Amount	SFY21 Amount
Div. for Children Youth and Families (DCYF) Consultation	\$5,310	\$5,310	\$5,310
Emergency Services	\$98,304	\$98,304	\$98,304
Assertive Community Treatment Team (ACT) - Adults	\$255,000	\$480,000	\$480,000
ACT Enhancement Payment - Adults	\$25,000		
Behavioral Health Services Information System (BHSIS)	\$5,000	\$5,000	\$5,000
Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH)	\$0	\$5,000	\$5,000
Rehabilitation for Empowerment, Education and Work (RENEW)	\$3,945	\$6,000	\$6,000
Housing Bridge Start Up Funding	\$25,000	\$0	\$0
Specialty Residential Services Funding	\$0	\$45,000	\$45,000
Alternative and Crisis Housing Subsidy	\$22,000	\$22,000	\$22,000
General Training Funding	\$10,000	\$0	\$0
System Upgrade Funding	\$30,000	\$0	\$0
Glenclyff Home In-Reach Services		\$132,122	\$15,963
Total	\$479,559	\$798,736	\$682,577

9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

9.2.1. The Contractor shall provide invoices on Department supplied forms.

9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.

9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.



Exhibit B - Amendment #2

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

The invoice must be submitted to:

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

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

ACT Costs	INVOICE TYPE	TOTAL COST
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$480,000
ACT Enhancements	<p>Agencies may choose one of the following for a total of five (5) one (1) time payments of \$5,000.00. Each item may only be reported on one (1) time for payment.</p> <ol style="list-style-type: none"> 1. Agency employs a minimum of .5 Psychiatrist on Team based on SFY 19 and 20 Fidelity Review. 2. Agency receives a four (4) or higher score on their SFY 19 and 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or Responsibility for crisis services. 	\$25,000

- 9.7. Behavioral Health Services Information System (BHSIS): Funds to be used for items outlined in Exhibit A.
- 9.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit A. The breakdown of this funding is outlined below.

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

- 9.9 RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A RENEW Sustainability. RENEW costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the



Exhibit B - Amendment #2

following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.

- 9.10 Housing Support Services including Bridge: The contractor shall be paid based on an activity and general payment as outlined below. Funds to be used for the provision of services as outlined in Exhibit A, beginning May 1, 2019.

Housing Services Costs	INVOICE TYPE	TOTAL COST
Hire of a designated housing support staff	One-time payment	\$15,000
Direct contact with each individual receiving supported housing services in catchment area as defined in Exhibit A – Amendment #1	One-time payment	\$10,000

- 9.11. Specialty Residential Funding: Funding to support housing services as outlined in Exhibit A, Section 22.
 - 9.12. Alternative and Crisis Housing Subsidy: Funding to support staffing and building maintenance as outlined in Exhibit A.
 - 9.13. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.
 - 9.14. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B. Invoice for funds should outline activity it has supported.
 - 9.15. Glenclyff Home In-Reach Services: Funding to support staffing and services as outlined in Exhibit A-1.
10. Notwithstanding paragraph 18 of the General Provisions of this Agreement P-37, an amendment limited to the adjustment of the amounts between budget line items and/or State Fiscal Years, related items, and amendments of related budget exhibits, and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

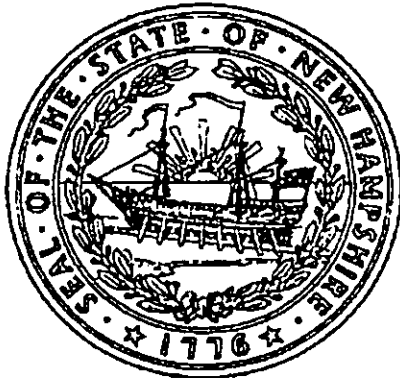
State of New Hampshire
Department of State

CERTIFICATE

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

Business ID: 62362

Certificate Number : 0004513873



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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, James Salmon, do hereby certify that:

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

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

(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 January 28, 2019:

(Date)

RESOLVED: That the CEO

(Title of Contract Signatory)

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

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

the 29th day of January 2020.

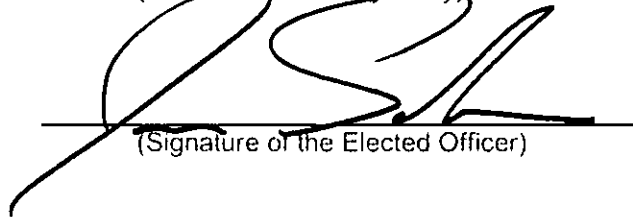
(Date Contract Signed)

4. Eric Johnson is the duly elected CEO

(Name of Contract Signatory)

(Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Carroll

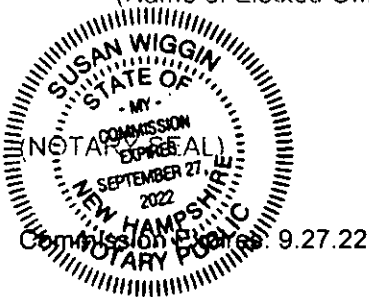
The forgoing instrument was acknowledged before me this 29th day of January 2020,

By James Salmon

(Name of Elected Officer of the Agency)



(Notary Public/Justice of the Peace)



Client#: 1010836

NORTHHUM

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, 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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Christine.skehan, PHONE: 855 874-0123, E-MAIL ADDRESS: Christine.skehan@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Company, NAIC #: 32204.

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

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

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

Client#: 1010836

NORTHNUM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/09/2019

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Christine.skehan, PHONE (A/C No, Ext): 855 874-0123, FAX (A/C, No):, E-MAIL ADDRESS: Christine.skehan@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: NH Employers Insurance Company, NAIC #: 13083. INSURED: Northern Human Services, Inc., 87 Washington Street, Conway, NH 03818-8044.

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 CERTIFICATION 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

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

Evidence of Insurance. This Evidence of Insurance is issued as a matter of information only. Attached is a Schedule of Insured Locations.

CERTIFICATE HOLDER: Northern Human Services, Inc. (Including All Locations), 87 Washington Street, Conway, NH 03818-6044. 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: See Sign.

Murphy, Susan "Katie"

From: Eric Johnson <ejohnson@northernhs.org>
Sent: Friday, January 31, 2020 12:55 PM
To: Murphy, Susan "Katie"
Cc: Susan Wiggin
Subject: Northern Human Services Contract Amendment

Importance: High

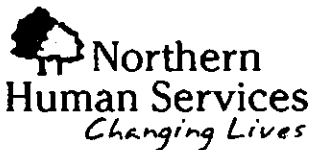
EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Ms. Murphy:

The Amendment packet includes a Certificate of Liability Insurance that identifies this agency as Northern Human Services, Inc. The Certificate of Good Standing identifies this agency as Northern Human Services. Each name identifies the same actual entity.

Thank You.

Eric Johnson, CEO
Northern Human Services
(603) 447-8001



CONFIDENTIALITY NOTICE: This email message, including any attachments, is intended only for the use of the intended recipient(s) and may contain information that is privileged, confidential and prohibited from unauthorized disclosure under applicable law. If you are not the intended recipient of this message, any dissemination, distribution or copying of this message is strictly prohibited. If you received this message in error, please notify the sender by reply email and destroy all copies of the original message.

Statement of Mission:

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

Statement of Vision:

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

Financial Statements

NORTHERN HUMAN SERVICES, INC.

**FOR THE YEARS ENDED JUNE 30, 2019 AND 2018
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2019 AND 2018

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

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2019 and 2018, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2019.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern Human Services, Inc. as of June 30, 2019 and 2018, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2019 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc.'s June 30, 2018 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 16, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues and expenses on pages 26 - 34 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.

*Leon, McDonnell & Roberts
Professional Association*

October 22, 2019
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2019 AND 2018**

ASSETS

	<u>2019</u>	<u>2018</u>
CURRENT ASSETS		
Cash and cash equivalents, undesignated	\$ 11,282,632	\$ 10,319,006
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of \$328,000 and \$291,000 for 2019 and 2018, respectively	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Prepaid expenses and deposits	<u>295,077</u>	<u>294,263</u>
Total current assets	<u>14,591,332</u>	<u>13,086,890</u>
PROPERTY AND EQUIPMENT, NET	<u>364,455</u>	<u>527,343</u>
OTHER ASSETS		
Investments	1,966,886	1,880,097
Cash value of life insurance	<u>432,585</u>	<u>413,777</u>
Total other assets	<u>2,399,471</u>	<u>2,293,874</u>
Total assets	<u>\$ 17,355,258</u>	<u>\$ 15,908,107</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 490,183	\$ 370,452
Accrued payroll and related liabilities	1,506,716	1,711,570
Compensated absences payable	743,136	704,026
Other grants payable	112,182	69,801
Refundable advances	197,017	337,926
Deferred revenue	431,341	115,685
Refundable advances, maintenance of effort	391,458	971,522
Client funds held in trust	169,364	294,867
Due to related party	<u>48,423</u>	<u>44,689</u>
Total liabilities	<u>4,089,820</u>	<u>4,620,538</u>
NET ASSETS		
Net assets without donor restrictions		
Undesignated	12,691,772	10,713,605
Board designated	<u>318,202</u>	<u>318,202</u>
Total net assets without donor restrictions	13,009,974	11,031,807
Net assets with donor restrictions	<u>255,464</u>	<u>255,762</u>
Total net assets	<u>13,265,438</u>	<u>11,287,569</u>
Total liabilities and net assets	<u>\$ 17,355,258</u>	<u>\$ 15,908,107</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
PUBLIC SUPPORT				
State and federal grants	\$ 1,131,728	\$ -	\$ 1,131,728	\$ 927,662
Other public support	603,307	-	603,307	553,387
Local and county support	442,733	-	442,733	306,732
Donations	<u>26,990</u>	<u>-</u>	<u>26,990</u>	<u>24,296</u>
Total public support	<u>2,204,758</u>	<u>-</u>	<u>2,204,758</u>	<u>1,812,077</u>
REVENUES				
Program service fees	38,997,170	-	38,997,170	37,962,172
Production income	456,617	-	456,617	437,758
Other revenues	<u>382,737</u>	<u>-</u>	<u>382,737</u>	<u>261,640</u>
Total revenues	<u>39,836,524</u>	<u>-</u>	<u>39,836,524</u>	<u>38,661,570</u>
Total public support and revenues	<u>42,041,282</u>	<u>-</u>	<u>42,041,282</u>	<u>40,473,647</u>
EXPENSES				
<u>Program Services</u>				
Mental health	11,010,994	-	11,010,994	10,914,180
Developmental services	<u>24,129,392</u>	<u>-</u>	<u>24,129,392</u>	<u>23,962,509</u>
Total program services	35,140,386	-	35,140,386	34,876,689
General management	<u>5,128,004</u>	<u>-</u>	<u>5,128,004</u>	<u>4,774,159</u>
Total expenses	<u>40,268,390</u>	<u>-</u>	<u>40,268,390</u>	<u>39,650,848</u>
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	<u>1,772,892</u>	<u>-</u>	<u>1,772,892</u>	<u>822,799</u>
NON-OPERATING INCOME (LOSS)				
Investment return	93,900	-	93,900	139,759
Change in cash value of life insurance	18,808	-	18,808	18,447
Interest income	90,782	1,487	92,269	10,590
Net assets released from restrictions	<u>1,785</u>	<u>(1,785)</u>	<u>-</u>	<u>-</u>
Total non-operating income (loss)	<u>205,275</u>	<u>(298)</u>	<u>204,977</u>	<u>168,796</u>
Change in net assets	1,978,167	(298)	1,977,869	991,595
NET ASSETS, BEGINNING OF YEAR	<u>11,031,807</u>	<u>255,762</u>	<u>11,287,569</u>	<u>10,295,974</u>
NET ASSETS, END OF YEAR	<u>\$ 13,009,974</u>	<u>\$ 255,464</u>	<u>\$ 13,265,438</u>	<u>\$ 11,287,569</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,977,869	\$ 991,595
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	203,721	194,292
Unrealized (gain) loss on investments	30,002	(82,953)
Realized gain on investments	(81,524)	(23,391)
Change in cash value of life insurance	(6,129)	(5,977)
(Increase) decrease in assets:		
Accounts receivable	(534,267)	64,419
Grants receivable	(123,775)	(45,884)
Assets, limited use	118,040	(18,198)
Due from related party	-	202,643
Prepaid expenses and deposits	(814)	(45,341)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	119,731	40,601
Wages payable	(204,854)	163,371
Compensated absences payable	39,110	2,701
Other grants payable	42,381	56,667
Refundable advances	(140,909)	38,615
Deferred revenue	315,656	67,885
Refundable advances, maintenance of effort	(580,064)	939,469
Client funds held in trust	(125,503)	18,530
Due to related party	3,734	44,689
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,052,405</u>	<u>2,603,733</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(40,833)	(221,468)
Purchases of investments	(449,908)	(219,532)
Proceeds from sales of investments	457,019	232,472
Reinvested dividends	(42,378)	(33,415)
Change in cash value of life insurance	(12,679)	(12,470)
NET CASH USED IN INVESTING ACTIVITIES	<u>(88,779)</u>	<u>(254,413)</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	963,626	2,349,320
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	<u>10,637,208</u>	<u>8,287,888</u>
CASH AND CASH EQUIVALENTS, END OF YEAR	<u>\$ 11,600,834</u>	<u>\$ 10,637,208</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
EXPENSES						
Salaries and wages	\$ 6,877,783	\$ 8,271,846	\$ 15,149,629	\$ 3,354,596	\$ 18,504,225	\$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,906	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	<u>1,008</u>	<u>2,482</u>	<u>3,490</u>	<u>17,572</u>	<u>21,062</u>	<u>29,720</u>
Total expenses	<u>\$ 11,010,994</u>	<u>\$ 24,129,392</u>	<u>\$ 35,140,386</u>	<u>\$ 5,128,004</u>	<u>\$ 40,268,390</u>	<u>\$ 39,650,848</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Adult Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
EXPENSES				
Salaries and wages	\$ 345,971	\$ 859,932	\$ 303,860	\$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,620	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	<u>67</u>	<u>47</u>	<u>73</u>	<u>45</u>
Total expenses	<u>\$ 600,192</u>	<u>\$ 1,226,798</u>	<u>\$ 434,201</u>	<u>\$ 1,057,352</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
EXPENSES				
Salaries and wages	\$ 472,575	\$ 238,497	\$ 65,498	\$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
	<u>714,422</u>	<u>369,683</u>	<u>102,020</u>	<u>110,584</u>
Total expenses	<u>\$ 714,422</u>	<u>\$ 369,683</u>	<u>\$ 102,020</u>	<u>\$ 110,584</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
EXPENSES				
Salaries and wages	\$ 220,696	\$ 149,992	\$ 56,038	\$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	-	10	148	51
	<u>\$ 321,740</u>	<u>\$ 312,585</u>	<u>\$ 115,790</u>	<u>\$ 1,296,432</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Disaster Behavioral Health (DBHRT)</u>	<u>Victims of Crime Act Program</u>
EXPENSES				
Salaries and wages	\$ 726,054	\$ 816,886	\$ -	\$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,306
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	50	41	-	22
	<u>50</u>	<u>41</u>	<u>-</u>	<u>22</u>
Total expenses	<u>\$ 1,177,836</u>	<u>\$ 1,209,945</u>	<u>\$ -</u>	<u>\$ 522,686</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u>	<u>IDN</u>	<u>Other</u>	<u>Total</u>	<u>2018</u>
	<u>Team</u>	<u>Grant</u>	<u>Mental Health</u>	<u>Mental Health</u>	<u>Summarized</u>
			<u>Programs</u>	<u>Programs</u>	
EXPENSES					
Salaries and wages	\$ 655,740	\$ 22,499	\$ 39,701	\$ 6,877,783	\$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	<u>22</u>	<u>-</u>	<u>2</u>	<u>1,008</u>	<u>1,932</u>
Total expenses	<u>\$ 1,178,692</u>	<u>\$ 37,923</u>	<u>\$ 222,113</u>	<u>\$ 11,010,994</u>	<u>\$ 10,914,180</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
EXPENSES					
Salaries and wages	\$ 687,068	\$ 57,206	\$ 3,450,025	\$ 499,489	\$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	<u>235</u>	<u>4</u>	<u>1,776</u>	<u>25</u>	<u>7</u>
Total expenses	<u>\$ 1,056,790</u>	<u>\$ 77,536</u>	<u>\$ 5,961,867</u>	<u>\$ 1,108,933</u>	<u>\$ 182,208</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
EXPENSES					
Salaries and wages	\$ 1,892,153	\$ -	\$ 213,575	\$ 940,246	\$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	329	-	13	54	2
	<u>329</u>	<u>-</u>	<u>13</u>	<u>54</u>	<u>2</u>
Total expenses	<u>\$ 6,058,943</u>	<u>\$ 1,879,591</u>	<u>\$ 411,099</u>	<u>\$ 2,433,267</u>	<u>\$ 1,471,738</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	Acquired Brain <u>Disorder</u>	Other Developmental Services <u>Programs</u>	Total Developmental Services <u>Programs</u>	2018 <u>Summarized</u>
EXPENSES				
Salaries and wages	\$ 29,770	\$ 359,573	\$ 8,271,846	\$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	<u>2</u>	<u>35</u>	<u>2,482</u>	<u>1,235</u>
Total expenses	<u>\$ 252,673</u>	<u>\$ 3,234,747</u>	<u>\$ 24,129,392</u>	<u>\$ 23,962,509</u>

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2019 AND 2018**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

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

Basis of Accounting

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

Basis of Presentation

The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

As of June 30, 2019 and 2018, the Organization had net assets with donor restrictions and net assets without donor restrictions.

Accounting Estimates

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

Contributions

All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Cash Equivalents

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

Accounts Receivable

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

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

Property and Depreciation

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

Vehicles	5 – 10 years
Equipment	3 – 10 years

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

Investments

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

Accrued Earned Time

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

Refundable Advances

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

Program Service Fee Revenue

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

Advertising

The Organization expenses advertising costs as incurred.

Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Income Taxes

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

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (tax years ending June 30, 2017 – 2019), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

New Accounting Pronouncement

On August 18, 2016, FASB issued ASU 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Organization has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all periods presented.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2019 and 2018:

	<u>2019</u>	<u>2018</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 11,600,834	\$ 10,637,208
Accounts receivable, net	1,965,991	1,431,724
Grants receivable	227,519	103,744
Assets, limited use	501,911	619,951
Investments	1,966,886	1,880,097
Cash value of life insurance	<u>432,585</u>	<u>413,777</u>
Total financial assets	16,695,726	15,086,501

Less amounts not available to be used within one year:		
Cash and cash equivalents, designated	318,202	318,202
Client funds held in trust	170,366	294,867
Net assets with donor restrictions	<u>255,464</u>	<u>255,762</u>
Total amounts not available within one year	<u>744,032</u>	<u>868,831</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 15,951,694</u>	<u>\$ 14,217,670</u>

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately \$13,423,131).

3. ASSETS, LIMITED USE

As of June 30, 2019 and 2018, assets, limited use consisted of the following:

	<u>2019</u>	<u>2018</u>
Donor restricted cash	\$ 255,464	\$ 255,762
Client funds held in trust	170,366	294,867
Employee benefits	<u>76,081</u>	<u>69,322</u>
Total assets, limited use	<u>\$ 501,911</u>	<u>\$ 619,951</u>

4. PROPERTY AND DEPRECIATION

As of June 30, 2019 and 2018, property and equipment consisted of the following:

	<u>2019</u>	<u>2018</u>
Vehicles	\$ 647,048	\$ 652,964
Equipment	<u>2,696,501</u>	<u>3,231,824</u>
Total property and equipment	3,343,549	3,884,788
Less accumulated depreciation	<u>2,979,094</u>	<u>3,357,445</u>
Property and equipment, net	<u>\$ 364,455</u>	<u>\$ 527,343</u>

Depreciation expense totaled \$203,721 and \$194,292 for the years ended June 30, 2019 and 2018, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2019 and 2018:

	<u>2019</u>		<u>2018</u>	
	<u>Fair Value</u>	<u>Cost</u>	<u>Fair Value</u>	<u>Cost</u>
Money Market Funds	\$ 19,601	\$ 19,601	\$ 15,340	\$ 15,340
Mutual Funds:				
Domestic equity funds	690,460	599,516	802,467	669,110
International equity funds	302,374	289,349	361,346	333,154
Fixed income funds	901,146	882,426	634,134	649,092
Other mutual funds	<u>53,305</u>	<u>58,506</u>	<u>66,810</u>	<u>72,266</u>
Total	<u>\$ 1,966,886</u>	<u>\$ 1,849,398</u>	<u>\$ 1,880,097</u>	<u>\$ 1,738,962</u>

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

	<u>2019</u>	<u>2018</u>
<u>Components of Investment Return:</u>		
Interest and dividends	\$ 42,378	\$ 33,415
Unrealized gains (losses) on investments	(30,002)	82,953
Realized gains on investments	<u>81,524</u>	<u>23,391</u>
	<u>\$ 93,900</u>	<u>\$ 139,759</u>

Investment management fees for the years ended June 30, 2019 and 2018 were \$14,064 and \$12,940, respectively.

6. FAIR VALUE MEASUREMENTS

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

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

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

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

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2019 and 2018.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2019 and 2018.

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

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

The table below segregates all financial assets and liabilities as of June 30, 2019 and 2018 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	<u>2019</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 19,601	\$ -	\$ -	\$ 19,601
Mutual Funds				
Domestic equity funds	690,460	-	-	690,460
International equity funds	302,374	-	-	302,374
Fixed income funds	901,146	-	-	901,146
Other funds	53,305	-	-	53,305
Cash Value of Life Insurance	<u>-</u>	<u>432,585</u>	<u>-</u>	<u>432,585</u>
Total investments at fair value	<u>\$ 1,966,886</u>	<u>\$ 432,585</u>	<u>\$ -</u>	<u>\$ 2,399,471</u>

	<u>2018</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Money Market Funds	\$ 15,340	\$ -	\$ -	\$ 15,340
Mutual Funds				
Domestic equity funds	802,467	-	-	802,467
International equity funds	361,346	-	-	361,346
Fixed income funds	634,134	-	-	634,134
Other funds	66,810	-	-	66,810
Cash Value of Life Insurance	<u>-</u>	<u>413,777</u>	<u>-</u>	<u>413,777</u>
 Total investments at fair value	 <u>\$ 1,880,097</u>	 <u>\$ 413,777</u>	 <u>\$ -</u>	 <u>\$ 2,293,874</u>

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020 the Organization will increase the discretionary contribution from 2% to 3%. Contributions by the organization totaled \$276,510 and \$270,725 for the years ended June 30, 2019 and 2018, respectively.

8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 for the years ended June 30, 2019 and 2018. At June 30, 2019 and 2018, cash balances in excess of FDIC coverage aggregated \$11,239,183 and \$10,301,484, respectively. In addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2019 and 2018, approximately 87% and 88% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

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

Medicaid receivables comprise approximately 75% and 65% of the total accounts receivable balances at June 30, 2019 and 2018, respectively.

10. LEASE COMMITMENTS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Rent expense under these agreements aggregated \$901,993 and \$897,369 for the years ended June 30, 2019 and 2018, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2019 is as follows:

<u>Year Ending June 30</u>	<u>Amount</u>
2020	\$ 932,540
2021	38,336
2022	<u>38,973</u>
Total	<u>\$ 1,009,849</u>

See Note 11 for information regarding lease agreements with a related party.

11. RELATED PARTY TRANSACTIONS

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

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

Due to/from Related Party

At June 30, 2019 and 2018, the Organization had a due to Shallow River balance in the amount of \$48,423 and \$44,689, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was \$766,575 and \$728,529 for the years ended June 30, 2019 and 2018, respectively. The Organization also leases space from a board member for \$1,000 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated \$74,649 for each of the years ended June 30, 2019 and 2018.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2019 and 2018, Shallow River did not make a donation to the Organization but retained its surplus of \$246,624 and \$264,560, respectively, due to the purchase of a new building and for use in future renovation projects and maintenance costs.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2019 and 2018, the outstanding capitated payment liability totaled \$391,458 and \$971,522, respectively.

13. COMMITMENTS AND CONTINGENCIES

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

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

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

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

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

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2019 and 2018, net assets with donor restrictions consisted of the following:

	<u>2019</u>	<u>2018</u>
Certificates of Deposit – Memorial Fund	\$ 252,417	\$ 252,417
Dream Team Fund	2,832	2,924
Income earned on the Memorial Fund	<u>215</u>	<u>421</u>
Total net assets with donor restrictions	<u>\$ 255,464</u>	<u>\$ 255,762</u>

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

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

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

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

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

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

As of June 30, 2019 and 2018, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2019 and June 30, 2018 were as follows:

	<u>2019</u>	<u>2018</u>
Certificates of deposit, beginning of year	\$ 252,417	\$ 252,417
Interest income	555	505
Withdrawals	<u>(555)</u>	<u>(505)</u>
Certificates of deposit end of year	<u>\$ 252,417</u>	<u>\$ 252,417</u>

16. RECLASSIFICATION

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

17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 22, 2019, the date the June 30, 2019 financial statements were available for issuance.

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Mental Health</u>	<u>Developmental Services</u>	<u>Subtotals</u>	<u>General Management</u>	<u>2019 Total</u>	<u>2018 Summarized</u>
REVENUES						
Program service fees:						
Client fees	\$ 700,461	\$ 77,790	\$ 778,251	\$ -	\$ 778,251	\$ 716,997
Residential fees	69,379	253,324	322,703	-	322,703	322,343
Blue Cross	186,499	26,825	213,324	-	213,324	252,148
Medicaid	11,890,220	24,838,754	36,728,974	-	36,728,974	35,567,982
Medicare	491,840	-	491,840	-	491,840	575,847
Other insurance	248,966	72,940	321,906	-	321,906	354,880
Local educational authorities	-	130,058	130,058	-	130,058	157,808
Vocational rehabilitation	1,863	7,111	8,974	-	8,974	11,011
Other program fees	1,140	-	1,140	-	1,140	3,156
Production/service income	253,865	202,752	456,617	-	456,617	437,758
Public support:						
Local/county government	440,833	1,900	442,733	-	442,733	306,732
Donations/contributions	5,573	19,786	25,359	1,631	26,990	24,296
Other public support	343,307	-	343,307	-	343,307	333,880
Bureau of Developmental Services and Bureau of Behavioral Health	523,328	325,125	848,453	-	848,453	620,079
Other federal and state funding:						
HUD	129,535	-	129,535	-	129,535	129,530
Other	150,121	-	150,121	3,619	153,740	178,053
Private foundation grants	220,000	-	220,000	40,000	260,000	219,507
Other revenues	<u>68,661</u>	<u>66,068</u>	<u>134,729</u>	<u>248,008</u>	<u>382,737</u>	<u>261,640</u>
Total revenues	<u>15,725,591</u>	<u>26,022,433</u>	<u>41,748,024</u>	<u>293,258</u>	<u>42,041,282</u>	<u>40,473,647</u>
EXPENSES						
Salaries and wages	\$ 6,877,783	\$ 8,271,846	\$ 15,149,629	\$ 3,354,596	\$ 18,504,225	\$ 17,799,659
Employee benefits	1,347,375	1,938,195	3,285,570	745,586	4,031,156	3,875,004
Payroll taxes	485,191	586,023	1,071,214	226,363	1,297,577	1,261,414
Client wages	126,389	139,906	266,295	-	266,295	283,437
Professional fees	232,781	10,927,612	11,160,393	267,669	11,428,062	11,708,365
Staff development and training	25,417	20,925	46,342	23,460	69,802	58,612
Occupancy costs	534,882	570,870	1,105,752	200,598	1,306,350	1,272,697
Consumable supplies	210,246	236,626	446,872	64,549	511,421	493,036
Equipment expenses	108,075	159,725	267,800	35,132	302,932	290,688
Communications	124,747	120,583	245,330	42,123	287,453	320,836
Travel and transportation	248,647	809,689	1,058,336	42,405	1,100,741	1,114,976
Assistance to individuals	3,676	108,288	111,964	1,174	113,138	110,821
Insurance	53,176	72,670	125,846	24,641	150,487	147,775
Membership dues	27,022	18,036	45,058	82,136	127,194	106,475
Bad debt expense	604,579	145,916	750,495	-	750,495	777,333
Other expenses	<u>1,008</u>	<u>2,482</u>	<u>3,490</u>	<u>17,572</u>	<u>21,062</u>	<u>29,720</u>
Total expenses	<u>11,010,994</u>	<u>24,129,392</u>	<u>35,140,386</u>	<u>5,128,004</u>	<u>40,268,390</u>	<u>39,650,848</u>
EXCESS (DEFICIENCY) OF REVENUES						
OVER EXPENSES	<u>\$ 4,714,597</u>	<u>\$ 1,893,041</u>	<u>\$ 6,607,638</u>	<u>\$ (4,834,746)</u>	<u>\$ 1,772,892</u>	<u>\$ 822,799</u>

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Non-Specialized Outpatient</u>	<u>State Eligible Audit Outpatient</u>	<u>Outpatient Contracts</u>	<u>Children and Adolescents</u>
REVENUES				
Program service fees:				
Client fees	\$ 55,479	\$ 114,127	\$ -	\$ 39,917
Residential fees	-	-	-	-
Blue Cross	48,392	82,231	-	38,196
Medicaid	102,889	1,207,184	679,651	2,437,517
Medicare	106,433	303,723	-	-
Other insurance	68,196	100,097	-	39,075
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	150	-
Other program fees	-	-	570	-
Production/service income	-	-	-	-
Public support:				
Local/county government	116,236	-	-	-
Donations/contributions	5,573	-	-	-
Other public support	-	-	25,569	-
Bureau of Developmental Services and Bureau of Behavioral Health	148,024	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	7	2,560	-
Private foundation grants	10,000	-	-	-
Other revenues	<u>4,697</u>	<u>-</u>	<u>-</u>	<u>3,840</u>
 Total revenues	 <u>665,919</u>	 <u>1,807,369</u>	 <u>708,500</u>	 <u>2,558,545</u>
EXPENSES				
Salaries and wages	\$ 345,971	\$ 859,932	\$ 303,860	\$ 710,018
Employee benefits	42,395	93,060	63,915	122,397
Payroll taxes	24,250	57,358	21,057	49,685
Client wages	-	-	-	-
Professional fees	16,503	20,167	6,356	31,106
Staff development and training	1,161	6,226	925	4,197
Occupancy costs	45,353	64,859	20,793	53,759
Consumable supplies	16,795	10,620	2,941	11,550
Equipment expenses	7,401	9,264	2,536	7,579
Communications	18,557	14,291	2,265	10,570
Travel and transportation	290	838	5,192	25,980
Assistance to individuals	-	75	-	904
Insurance	3,523	7,557	2,351	6,433
Membership dues	2,199	5,354	1,905	3,466
Bad debt expense	75,727	77,150	32	19,663
Other expenses	<u>67</u>	<u>47</u>	<u>73</u>	<u>45</u>
 Total expenses	 <u>600,192</u>	 <u>1,226,798</u>	 <u>434,201</u>	 <u>1,057,352</u>
 EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	 <u>\$ 65,727</u>	 <u>\$ 580,571</u>	 <u>\$ 274,299</u>	 <u>\$ 1,501,193</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Emergency Services</u>	<u>Other Non-BBH</u>	<u>Integrated Health Grant</u>	<u>Bureau of Drug & Alcohol Services</u>
REVENUES				
Program service fees:				
Client fees	\$ 44,232	\$ 1,650	\$ -	\$ 6,299
Residential fees	-	-	-	-
Blue Cross	7,463	-	-	6,789
Medicaid	106,570	377,991	-	28,890
Medicare	7,256	-	-	8,358
Other insurance	17,031	1,164	-	11,654
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	110,354	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	-
	<u>280,856</u>	<u>590,805</u>	<u>110,354</u>	<u>61,990</u>
EXPENSES				
Salaries and wages	\$ 472,575	\$ 238,497	\$ 65,498	\$ 66,972
Employee benefits	63,054	64,127	11,418	19,949
Payroll taxes	32,829	16,677	4,684	4,836
Client wages	-	-	-	-
Professional fees	11,749	7,799	8,102	1,241
Staff development and training	538	3,121	-	1,386
Occupancy costs	35,218	16,969	-	4,923
Consumable supplies	5,601	3,479	10,215	663
Equipment expenses	6,916	2,816	154	637
Communications	25,442	2,310	1,026	478
Travel and transportation	660	10,105	918	668
Assistance to individuals	-	2	-	-
Insurance	4,256	1,875	-	555
Membership dues	1,701	1,322	5	862
Bad debt expense	53,857	183	-	7,411
Other expenses	26	401	-	3
	<u>714,422</u>	<u>369,683</u>	<u>102,020</u>	<u>110,584</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (433,566)</u>	<u>\$ 221,122</u>	<u>\$ 8,334</u>	<u>\$ (48,594)</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Drug Court</u>	<u>Vocational Services</u>	<u>Restorative Partial Hospital</u>	<u>Case Management</u>
REVENUES				
Program service fees:				
Client fees	\$ 1,370	\$ 2,713	\$ 10,372	\$ 193,728
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	18,425	204,485	306,073	1,449,878
Medicare	-	-	-	3,561
Other insurance	-	-	-	3,049
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	1,713	-	-
Other program fees	570	-	-	-
Production/service income	-	47,206	-	-
Public support:				
Local/county government	324,597	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	<u>32,345</u>	<u>-</u>	<u>-</u>	<u>24,768</u>
Total revenues	<u>377,307</u>	<u>256,117</u>	<u>316,445</u>	<u>1,674,984</u>
EXPENSES				
Salaries and wages	\$ 220,696	\$ 149,992	\$ 56,038	\$ 764,670
Employee benefits	59,284	43,017	12,122	146,735
Payroll taxes	14,821	14,444	4,028	54,548
Client wages	-	54,064	-	-
Professional fees	8,182	2,906	959	18,302
Staff development and training	42	855	164	1,735
Occupancy costs	-	13,058	4,477	50,724
Consumable supplies	3,192	3,898	27,757	12,467
Equipment expenses	3,969	7,774	720	8,574
Communications	2,583	1,152	234	12,304
Travel and transportation	8,792	17,094	-	49,227
Assistance to individuals	-	-	-	-
Insurance	-	1,369	488	6,812
Membership dues	-	447	150	2,238
Bad debt expense	179	2,505	8,505	168,045
Other expenses	<u>-</u>	<u>10</u>	<u>148</u>	<u>51</u>
Total expenses	<u>321,740</u>	<u>312,585</u>	<u>115,790</u>	<u>1,296,432</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 55,567</u>	<u>\$ (56,468)</u>	<u>\$ 200,655</u>	<u>\$ 378,552</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Supportive Living</u>	<u>Community Residences</u>	<u>Disaster Behavioral</u>	<u>Victims of Crime Act</u>
REVENUES				
Program service fees:				
Client fees	\$ 63,257	\$ 13,911	\$ -	\$ 9,607
Residential fees	-	54,909	-	-
Blue Cross	-	-	-	3,053
Medicaid	2,367,163	1,162,641	-	144,433
Medicare	215	-	-	16,346
Other insurance	328	-	-	7,887
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	317,738
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	129,535	-	-
Other	-	-	400	-
Private foundation grants	-	-	-	-
Other revenues	<u>23</u>	<u>188</u>	<u>-</u>	<u>-</u>
Total revenues	<u>2,430,986</u>	<u>1,361,184</u>	<u>400</u>	<u>499,064</u>
EXPENSES				
Salaries and wages	\$ 726,054	\$ 816,886	\$ -	\$ 362,184
Employee benefits	186,922	209,151	-	63,399
Payroll taxes	51,316	57,079	-	24,804
Client wages	-	-	-	-
Professional fees	14,835	5,268	-	8,873
Staff development and training	751	35	-	1,724
Occupancy costs	46,687	44,241	-	27,375
Consumable supplies	18,427	25,974	-	3,771
Equipment expenses	8,721	14,379	-	3,861
Communications	7,047	8,591	-	3,252
Travel and transportation	59,066	10,383	-	13,358
Assistance to individuals	1,610	988	-	-
Insurance	6,907	2,147	-	3,306
Membership dues	2,605	658	-	1,361
Bad debt expense	46,838	14,124	-	5,396
Other expenses	<u>50</u>	<u>41</u>	<u>-</u>	<u>22</u>
Total expenses	<u>1,177,836</u>	<u>1,209,945</u>	<u>-</u>	<u>522,686</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 1,253,150</u>	<u>\$ 151,239</u>	<u>\$ 400</u>	<u>\$ (23,622)</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>ACT</u> <u>Team</u>	<u>IDN</u> <u>Grant</u>	<u>Other</u> <u>Mental Health</u> <u>Programs</u>	<u>Total</u> <u>Mental Health</u> <u>Programs</u>	<u>2018</u> <u>Summarized</u>
REVENUES					
Program service fees:					
Client fees	\$ 143,799	\$ -	\$ -	\$ 700,461	\$ 676,504
Residential fees	14,470	-	-	69,379	70,500
Blue Cross	375	-	-	186,499	217,556
Medicaid	1,296,430	-	-	11,890,220	11,596,955
Medicare	45,948	-	-	491,840	575,847
Other insurance	485	-	-	248,966	287,550
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	1,863	5,917
Other program fees	-	-	-	1,140	58
Production/service income	-	-	206,659	253,865	222,560
Public support:					
Local/county government	-	-	-	440,833	287,832
Donations/contributions	-	-	-	5,573	4,403
Other public support	-	-	-	343,307	333,880
Bureau of Developmental Services and Bureau of Behavioral Health	277,000	-	-	523,328	379,308
Other federal and state funding:					
HUD	-	-	-	129,535	129,530
Other	-	36,800	-	150,121	170,477
Private foundation grants	-	-	-	220,000	219,507
Other revenues	921	-	1,879	68,661	47,724
Total revenues	1,779,428	36,800	208,538	15,725,591	15,226,108
EXPENSES					
Salaries and wages	\$ 655,740	\$ 22,499	\$ 39,701	\$ 6,877,783	\$ 6,663,485
Employee benefits	131,849	7,030	7,551	1,347,375	1,354,024
Payroll taxes	43,668	1,475	7,632	485,191	466,978
Client wages	3,605	-	68,720	126,389	119,425
Professional fees	68,233	-	2,200	232,781	230,888
Staff development and training	1,315	-	1,242	25,417	27,418
Occupancy costs	83,191	-	23,255	534,882	542,490
Consumable supplies	9,005	-	43,891	210,246	205,410
Equipment expenses	7,019	4,711	11,044	108,075	115,737
Communications	5,688	2,175	6,782	124,747	142,581
Travel and transportation	36,959	33	9,084	248,647	254,925
Assistance to individuals	97	-	-	3,676	9,573
Insurance	5,312	-	285	53,176	58,206
Membership dues	2,025	-	724	27,022	27,788
Bad debt expense	124,964	-	-	604,579	693,320
Other expenses	22	-	2	1,008	1,932
Total expenses	1,178,692	37,923	222,113	11,010,994	10,914,180
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	\$ 600,736	\$ (1,123)	\$ (13,575)	\$ 4,714,597	\$ 4,311,928

NORTHERN HUMAN SERVICES, INC.

**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES**

**FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>School District Contracts</u>	<u>Day Programs</u>	<u>Early Supports & Services</u>	<u>Independent Living Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ 77,790	\$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	26,825	-
Medicaid	975,912	-	4,603,410	1,118,540	373,404
Medicare	-	-	-	-	-
Other insurance	-	-	-	72,940	-
Local educational authorities	-	130,058	-	-	-
Vocational rehabilitation	-	-	7,111	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	175,819	-	-
Public support:					
Local/county government	-	-	1,900	-	-
Donations/contributions	-	-	19,786	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	104,498	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	<u>41,122</u>	<u>-</u>	<u>5,662</u>	<u>1,713</u>	<u>-</u>
Total revenues	<u>1,017,034</u>	<u>130,058</u>	<u>4,813,688</u>	<u>1,402,306</u>	<u>373,404</u>
EXPENSES					
Salaries and wages	\$ 687,068	\$ 57,206	\$ 3,450,025	\$ 499,489	\$ 109,857
Employee benefits	183,609	8,461	955,352	76,066	23,113
Payroll taxes	47,486	4,277	252,686	36,019	8,124
Client wages	-	1	121,436	-	-
Professional fees	21,817	291	69,540	223,084	18,805
Staff development and training	555	9	4,281	7,665	141
Occupancy costs	59,292	2,670	256,472	6,725	6,308
Consumable supplies	14,005	792	70,438	9,333	1,225
Equipment expenses	6,837	457	106,191	3,939	1,204
Communications	5,079	295	43,599	15,828	629
Travel and transportation	24,385	2,578	543,093	91,951	5,690
Assistance to individuals	520	-	38,805	-	244
Insurance	5,825	492	30,544	4,271	1,247
Membership dues	77	3	11,673	189	3
Bad debt expense	-	-	5,956	134,349	5,611
Other expenses	<u>235</u>	<u>4</u>	<u>1,776</u>	<u>25</u>	<u>7</u>
Total expenses	<u>1,056,790</u>	<u>77,536</u>	<u>5,961,867</u>	<u>1,108,933</u>	<u>182,208</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ (39,756)</u>	<u>\$ 52,522</u>	<u>\$ (1,148,179)</u>	<u>\$ 293,373</u>	<u>\$ 191,196</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Family Residence</u>	<u>Combined Day/ Residential Vendor</u>	<u>Individual Supported Living</u>	<u>Consolidated Services</u>	<u>Combined Day/ Residential Services</u>
REVENUES					
Program service fees:					
Client fees	\$ -	\$ -	\$ -	\$ -	\$ -
Residential fees	207,811	-	37,950	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,438,382	1,969,301	332,928	2,700,710	1,589,858
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	24,443	-	564	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	12,465	-	335	-	-
Total revenues	<u>7,683,101</u>	<u>1,969,301</u>	<u>371,777</u>	<u>2,700,710</u>	<u>1,589,858</u>
EXPENSES					
Salaries and wages	\$ 1,892,153	\$ -	\$ 213,575	\$ 940,246	\$ 32,884
Employee benefits	404,997	-	54,218	155,379	4,736
Payroll taxes	137,778	-	14,982	53,982	2,459
Client wages	18,172	-	297	-	-
Professional fees	3,190,569	1,879,591	56,690	1,138,668	1,418,954
Staff development and training	4,250	-	392	1,578	55
Occupancy costs	161,837	-	48,188	11,998	1,567
Consumable supplies	104,350	-	9,564	5,219	9,960
Equipment expenses	29,331	-	1,715	6,523	386
Communications	32,570	-	3,418	15,486	195
Travel and transportation	63,967	-	5,017	58,063	-
Assistance to individuals	1,730	-	874	32,960	180
Insurance	16,532	-	2,152	7,410	360
Membership dues	378	-	4	5,701	-
Bad debt expense	-	-	-	-	-
Other expenses	329	-	13	54	2
Total expenses	<u>6,058,943</u>	<u>1,879,591</u>	<u>411,099</u>	<u>2,433,267</u>	<u>1,471,738</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 1,624,158</u>	<u>\$ 89,710</u>	<u>\$ (39,322)</u>	<u>\$ 267,443</u>	<u>\$ 118,120</u>

NORTHERN HUMAN SERVICES, INC.**SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES****FOR THE YEAR ENDED JUNE 30, 2019
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Acquired Brain Disorder</u>	<u>Other Developmental Services Programs</u>	<u>Total Developmental Services Programs</u>	<u>2018 Summarized</u>
REVENUES				
Program service fees:				
Client fees	\$ -	\$ -	\$ 77,790	\$ 40,493
Residential fees	-	7,563	253,324	251,843
Blue Cross	-	-	26,825	34,592
Medicaid	472,909	3,263,400	24,838,754	23,971,027
Medicare	-	-	-	-
Other insurance	-	-	72,940	67,330
Local educational authorities	-	-	130,058	157,808
Vocational rehabilitation	-	-	7,111	5,094
Other program fees	-	-	-	3,098
Production/service income	-	1,926	202,752	215,198
Public support:				
Local/county government	-	-	1,900	18,900
Donations/contributions	-	-	19,786	17,983
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	220,627	325,125	240,771
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	4,771	66,068	85,099
Total revenues	<u>472,909</u>	<u>3,498,287</u>	<u>26,022,433</u>	<u>25,109,236</u>
EXPENSES				
Salaries and wages	\$ 29,770	\$ 359,573	\$ 8,271,846	\$ 8,051,232
Employee benefits	9,815	62,449	1,938,195	1,813,646
Payroll taxes	2,075	26,155	586,023	584,666
Client wages	-	-	139,906	164,012
Professional fees	207,851	2,701,752	10,927,612	11,202,974
Staff development and training	44	1,955	20,925	15,681
Occupancy costs	1,051	14,762	570,870	534,222
Consumable supplies	317	11,423	236,626	227,095
Equipment expenses	289	2,853	159,725	149,865
Communications	163	3,321	120,583	122,787
Travel and transportation	1,024	13,921	809,689	816,535
Assistance to individuals	-	32,975	108,288	98,239
Insurance	271	3,566	72,670	73,980
Membership dues	1	7	18,036	22,327
Bad debt expense	-	-	145,916	84,013
Other expenses	2	35	2,482	1,235
Total expenses	<u>252,673</u>	<u>3,234,747</u>	<u>24,129,392</u>	<u>23,962,509</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	<u>\$ 220,236</u>	<u>\$ 263,540</u>	<u>\$ 1,893,041</u>	<u>\$ 1,146,727</u>

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

		<u>Office</u>	<u>Home</u>	Term M/Y <u>Began / End</u>
Officers:	Eric Johnson, CEO	447-3347		
	Madelene Costello, President			10.18 / 10.20
	Dorothy Borchers, Vice President			10.18 / 10.20
	James Salmon, Treasurer			10.17 / 10.21
	Becky McEnany, Secretary			10.18 / 10.20

Staff:	Dale Heon, CFO	447-3347
	Susan Wiggin, Executive Assistant	447-3347
	Suzanne Gaetjens-Olsen, MH Reg Administrator	444-5358
	Liz Charles, DD Reg Administrator	447-3347

<u>Term</u> <u>Expire</u>			
	<u>The Mental Health Center</u>	Kassie Eafrazi	752-7404
	3 Twelfth St., Berlin, NH 03570	Director of BH	

'22	Margaret McClellan,		6/01
'20	*Stephen Michaud,		11/02
'20	*Dorothy Borchers,		05/17

<u>The Mental Health Center</u>	447-2111
25 W. Main St., Conway, NH 03818	
70 Bay St., Wolfeboro 03894	569-1884
<u>New Horizons</u>	Shanon Mason 356-6310
626 Eastman Road, Center Conway, NH 03818	DS Director

'21	*Maddie Costello,		9/06
'20	*Carrie Duran,		1/17
'21	James Salmon,		11/03

<u>The Mental Health Center</u>	237-4955
55 Colby St., Colebrook 03576	
69 Brooklyn St., Groveton 03582	636-2555
<u>Vershire Center</u>	
24 Depot Street, Colebrook, NH 03576	237-5721

'20	Georgia Caron,		[5/08]
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<u>White Mountain Mental Health</u>	Bethany Isenberg	444-5358
	Director of BH	
29 Maple St., Box 599, Littleton 03561		
<u>Common Ground</u>	Mark Vincent	837-9547
24 Lancaster Road, Whitefield, NH 03584	DS Director	

'22	Bob Fink,		1/07, 3/13
'20	Becky McEnany,		1/17

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, B. McEnany, E. Johnson
Finance Committee: J. Salmon, M. McClellan, S. Michaud, B. Fink, D. Borchers, M. Costello, D. Heon
Program Committee: M. McClellan, J. Houghton, M. Costello, G. Caron, B. McEnany, C. Duran, S. Gaetjens-Olsen, L. Charles
Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, D. Heon, S. Wiggin

ERIC M. JOHNSON

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

2013 – Present CEO

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

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

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

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

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH

1984 – Present

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

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

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

ERIC M. JOHNSON

-Page 2-

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

Examples of Leadership:

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

Northern NH Council on Alcoholism - Dummer, NH

1983 -1985

- **DRUG AND ALCOHOL COUNSELOR**

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

1982 - 1983

- **VISTA VOLUNTEER**
-

EDUCATION

Masters of Human Service Administration (MSHSA)
Springfield College – Springfield, MA

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

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present

NORTHERN HUMAN SERVICES INC., Conway, NH

Job Title: Chief Financial Officer

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

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

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

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

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

Jan. 2007 – Apr. 2007

Robert Half International, Manchester, NH

Job Title: Interim Chief Financial Officer (client)

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

Jul. 1999 - Oct. 2006

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

Job Title: Controller

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

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

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

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

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

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

Dec 1995 - July 1999

CABLETRON SYSTEMS, INC., Rochester, NH

Job Title: Senior Credit Analyst

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

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

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

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

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995

WILLEY BROTHERS, INC., Rochester, NH

Job Title: Assistant Financial Manager

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

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

EDUCATION:

1996-1999:

PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program

M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics

B.S. in Business Administration

SOFTWARE RESOURCES:

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

Suzanne Gaetjens-Oleson, MACP, LCMHC



Educational History:

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

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

Employment History:

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

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

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

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

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

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

Continuing Education Experiences:

-Two intensive weeklong seminars with Daniel Hughes, which focused on work with children who have suffered trauma, loss, and disrupted attachment.

-Seminars required for License (total 65 continuing education credits during every two-year license period, including six ethics credits)

-Trauma Focused Cognitive Behavioral Therapy--trained with Dartmouth, received weekly supervision with Craig Donnelly, MD and Sarah Sterns, PhD.

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

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

References Available Upon Request

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Eric Johnson	CEO	\$164,133.32	50%	\$82,066
Dale Heon	CFO	\$112,415.94	50%	\$56,207
Suzanne Gaetjens-Olsen	MH Regional Administrator	\$80,995.20	100%	\$80,995



Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

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

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

May 13, 2019

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

REQUESTED ACTION

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

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

2019-05-13 10:00 AM

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

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

Please see attached financial detail.

EXPLANATION

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

The ten (10) contracts include provisions for:

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

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

wraparound services for children, and Community Residential Services. These agreements also include delivery of acute care services to individuals experiencing psychiatric emergencies in a hospital emergency department and awaiting admission to a designated receiving facility. These services are within the scope authorized under NH Administrative Rule He-M 426, are consistent with the goals of the NH Building Capacity for Transformation, Section 1115 Waiver, and focus significantly on care coordination and collaborative relationship building with the State's acute care hospitals.

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

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

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

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

Area served: Statewide.

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

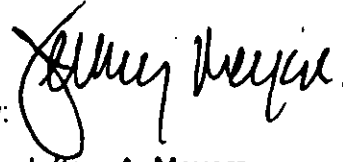
In the event that the Federal or Other Funds become no longer available, additional General

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

Funds shall not be requested to support these programs.

Respectfully submitted

Approved by:



Jeffrey A. Meyers

Commissioner

Fiscal Details

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

Northern Human Services (Vendor Code 177222-B004)

PO #1056762

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$379,249	\$0	\$379,249
2019	102-500731	Contracts for program services	92204117	\$379,249	\$90,000	\$469,249
2020	102-500731	Contracts for program services	92204117	\$0	\$645,304	\$645,304
2021	102-500731	Contracts for program services	92204117	\$0	\$645,304	\$645,304
			Subtotal	\$758,498	\$1,380,608	\$2,139,106

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

PO #1056774

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$322,191	\$0	\$322,191
2019	102-500731	Contracts for program services	92204117	\$322,191	\$90,000	\$412,191
2020	102-500731	Contracts for program services	92204117	\$0	\$312,878	\$312,878
2021	102-500731	Contracts for program services	92204117	\$0	\$312,878	\$312,878
			Subtotal	\$644,382	\$715,756	\$1,360,138

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

PO #1056775

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$328,115	\$0	\$328,115
2019	102-500731	Contracts for program services	92204117	\$328,115	\$90,000	\$418,115
2020	102-500731	Contracts for program services	92204117	\$0	\$324,170	\$324,170
2021	102-500731	Contracts for program services	92204117	\$0	\$324,170	\$324,170
			Subtotal	\$656,230	\$738,340	\$1,394,570

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

PO #1056778

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$381,653	\$0	\$381,653
2019	102-500731	Contracts for program services	92204117	\$381,653	\$90,000	\$471,653
2020	102-500731	Contracts for program services	92204117	\$0	\$237,708	\$237,708
2021	102-500731	Contracts for program services	92204117	\$0	\$237,708	\$237,708
			Subtotal	\$763,306	\$565,416	\$1,328,722

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$357,590	\$0	\$357,590
2019	102-500731	Contracts for program services	92204117	\$357,590	\$90,000	\$447,590
2020	102-500731	Contracts for program services	92204117	\$0	\$357,590	\$357,590
2021	102-500731	Contracts for program services	92204117	\$0	\$357,590	\$357,590
			Subtotal	\$715,180	\$805,180	\$1,520,360

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

PO #1056782

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$1,183,799	\$0	\$1,183,799
2019	102-500731	Contracts for program services	92204117	\$1,183,799	\$90,000	\$1,273,799
2020	102-500731	Contracts for program services	92204117	\$0	\$1,039,854	\$1,039,854
2021	102-500731	Contracts for program services	92204117	\$0	\$1,039,854	\$1,039,854
			Subtotal	\$2,367,598	\$2,169,708	\$4,537,306

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

PO #1056784

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$1,646,829	\$0	\$1,646,829
2019	102-500731	Contracts for program services	92204117	\$1,646,829	\$90,000	\$1,736,829
2020	102-500731	Contracts for program services	92204117	\$0	\$1,642,884	\$1,642,884
2021	102-500731	Contracts for program services	92204117	\$0	\$1,642,884	\$1,642,884
			Subtotal	\$3,293,658	\$3,375,768	\$6,669,426

Fiscal Details

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

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92204117	\$746,785	\$0	\$746,785
2019	102-500731	Contracts for program services	92204117	\$746,785	\$90,000	\$836,785
2020	102-500731	Contracts for program services	92204117	\$0	\$742,820	\$742,820
2021	102-500731	Contracts for program services	92204117	\$0	\$742,820	\$742,820
			Subtotal	\$1,493,530	\$1,575,640	\$3,069,170

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

PO #1056787

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

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

PO #1056788

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

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

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

PO #1056782

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

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

Northern Human Services (Vendor Code 177222-B004)

PO #1056782

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

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

PO #1056774

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

Fiscal Details

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

PO #1056775

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

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

PO #1056778

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

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

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

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

PO #1056782

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

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

PO #1056784

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

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

PO #1056785

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

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

PO #1056787

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

Fiscal Details

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

PO #1058788

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

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

Northern Human Services (Vendor Code 177222-B004)

PO #1058782

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

West Central Services, Inc (Vendor Code 177854-B001)

PO #1058774

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

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

PO #1058775

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

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

PO #1058778

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

Monadnock Family Services (Vendor Code 177510-B005)

PO #1058779

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

Fiscal Details

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

PO #1056782

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

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

PO #1056784

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2019	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			<i>Subtotal</i>	\$4,000	\$22,000	\$28,000

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

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2019	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			<i>Subtotal</i>	\$4,000	\$22,000	\$28,000

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

PO #1056787

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	92102053	\$0	\$0	\$0
2019	102-500731	Contracts for program services	92102053	\$4,000	\$0	\$4,000
2020	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
2021	102-500731	Contracts for program services	92102053	\$0	\$11,000	\$11,000
			<i>Subtotal</i>	\$4,000	\$22,000	\$28,000

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

PO #1056788

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

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

Northern Human Services (Vendor Code 177222-B004)

PO #1056762

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

Fiscal Details

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

PO #1056774

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

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

PO #1056775

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

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

PO #1056778

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

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

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

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

PO #1056782

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

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

PO #1056784

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
2019	550-500398	Assessment and Counseling	42105824	\$3,540	\$0	\$3,540
2020	550-500398	Assessment and Counseling	42105824	\$0	\$3,540	\$3,540
2021	550-500398	Assessment and Counseling	42105824	\$0	\$3,540	\$3,540
			Subtotal	\$7,080	\$7,080	\$14,160

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

PO #1056785

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

Fiscal Details

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

PO #1056787

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

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

PO #1056788

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

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

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

PO #1056778

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$38,250	\$0	\$38,250
2019	102-500731	Contracts for program services	42307150	\$38,250	\$0	\$38,250
2020	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
2021	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
			Subtotal	\$72,500	\$78,468	\$148,968

Monadnock Family Services (Vendor Code 177510-B005)

PO #1056779

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

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

PO #1056782

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

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

PO #1056784

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

Fiscal Details

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

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$25,000	\$0	\$25,000
2019	102-500731	Contracts for program services	42307150	\$25,000	\$0	\$25,000
2020	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
2021	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
			<i>Subtotal</i>	\$50,000	\$76,468	\$126,468

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

PO #1056788

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	42307150	\$29,500	\$0	\$29,500
2019	102-500731	Contracts for program services	42307150	\$29,500	\$0	\$29,500
2020	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
2021	102-500731	Contracts for program services	42307150	\$0	\$38,234	\$38,234
			<i>Subtotal</i>	\$59,000	\$76,468	\$135,468
Total Child - Family Services				\$116,342	\$471,256	\$887,598

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

PO #1056785

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

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

PO #1056785

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget	Increase/ Decrease	Revised Modified Budget
2018	102-500731	Contracts for program services	48108482	\$35,000	\$0	\$35,000
2019	102-500731	Contracts for program services	48108482	\$35,000	\$0	\$35,000
2020	102-500731	Contracts for program services	48108482	\$0	\$35,000	\$35,000
2021	102-500731	Contracts for program services	48108482	\$0	\$35,000	\$35,000
			<i>Subtotal</i>	\$70,000	\$70,000	\$140,000
Total Mental Health Block Grant				\$70,000	\$70,000	\$140,000

Amendment Total Price for All Vendors

\$12,939,912

\$14,764,904

\$27,704,816

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



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

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

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Mental Health Services



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

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

State of New Hampshire
Department of Health and Human Services

5/23/19
Date

[Signature]
Name: Katja Fox
Title: Director

Northern Human Services

May 20, 2019
Date

[Signature]
Name: Madelene Costello
Title: President

Acknowledgement of Contractor's signature:

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

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

Susan Wiggin, Notary
Name and Title of Notary or Justice of the Peace.

My Commission Expires: September 27, 2022



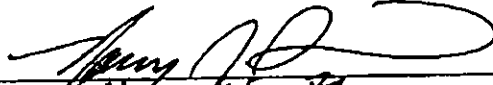
New Hampshire Department of Health and Human Services
Mental Health Services



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

OFFICE OF THE ATTORNEY GENERAL

6/2/2019
Date


Name: Nicholas J. Spivack
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:



Exhibit A Amendment #1

SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

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



Exhibit A Amendment #1

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

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

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

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

3. MODULAR APPROACH TO THERAPY FOR CHILDREN WITH ANXIETY, DEPRESSION, TRAUMA, OR CONDUCT PROBLEMS (MATCH-ADTC)



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- 3.1. The Contractor shall maintain their center's level of certification through a Memorandum of Agreement with the Judge Baker Center for Children for both new and existing staff to ensure access to the evidence-based practice of MATCH-ADTC, for children and youth who meet the criteria.
- 3.2. The Contractor shall invoice BCBH through green sheets for the costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount
- 3.3. The Contractor shall maintain a daily use of the Judge Baker's Center for Children (JBCC) TRAC system to support each case with MATCH-ADTC as the identified treatment modality.
- 3.4. The Contractor shall invoice BCBH through green sheets for the full cost of the annual fees paid to the JBCC for the use of their TRAC system to support MATCH-ADTC.
- 4. RENEW SUSTAINABILITY (REHABILITATION FOR EMPOWERMENT, EDUCATION, AND WORK)**
 - 4.1. The Contractor shall sustain activities to deliver the RENEW (Rehabilitation for Empowerment, Education and Work) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the UNH-IOD model.
 - 4.2. As part of these efforts, the Contractor shall obtain support and coaching from the Institute on Disability at UNH to improve the competencies of implementation team members and agency coaches.
- 5. DIVISION FOR CHILDREN, YOUTH AND FAMILIES (DCYF)**
 - 5.1. The Contractor shall provide mental health consultation to staff at DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF; and
 - 5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth under the age of eighteen (18) who are entering foster care for the first time.
- 6. PROVISION OF CARE IN EMERGENCY DEPARTMENTS AND EMERGENCY SERVICES**
 - 6.1. The Contractor shall ensure that eligible and presumed eligible individuals receive mental health services to address their acute needs while waiting in emergency departments for admission to a designated receiving facility or other inpatient facility, which must include, but is not limited to:
 - 6.1.1. Provide Emergency Services as required by He-M 403.06 and He-M 426.09.
 - 6.1.2. Screening each individual for disposition. If clinically appropriate, the Contractor shall inform the appropriate CMHC in order to expedite the assessment/ intake and treatment upon discharge from emergency room or inpatient psychiatric or medical care setting.
 - 6.1.3. Use best efforts in establishing and maintaining a collaborative relationship with the acute care hospitals in its region to deliver and coordinate the care for such individuals, including, but not limited to:



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

7. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

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



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

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



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7.1.6.5. In the event that admitting the individual to the ACT Team caseload would cause the ACT Team to exceed the caseload size limitations specified in 8.1.2 above, the Contractor shall consult with DHHS to seek approval for exceeding the caseload size requirement, or to receive approval to provide alternative services to the individual until such time that the individual can be admitted to the ACT caseload.

7.1.7. Secondary ACT Team Expectations

7.1.7.1. The Contractor will maintain ACT capacity to support two (2) mini ACT teams with the combined minimum of 11.88 Full Time Equivalent (FTEs) allocated as follows:

7.1.7.1.1. At the Berlin location, Mini ACT "Team 1" shall have 6.49 FTEs or more dedicated staff within year one and maintained from there on.

7.1.7.1.2. At the Littleton location, Mini ACT "Team 2" shall have 5.39 FTEs or more dedicated staff within year one and maintained from there on.

7.1.7.2. The Contractor will expand ACT capacity to achieve the implementation of one (1) full ACT team with seven (7) to twelve (12) FTEs, allocated as follows:

7.1.7.2.1. At the Conway location, the Full ACT Team shall have a minimum of 9.5 FTEs or more dedicated staff within year one of implementation and a minimum of 10.33 FTEs or more dedicated staff within year two of implementation.

7.1.7.3. The Contractor shall ensure that ACT services at the Conway location are delivered to individuals throughout the entire Carrol County community, including Wolfeboro, and the Contractor shall increase its ability to meet higher ACT fidelity standards.

8. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

8.1. The contractor shall gather employment status for all adults with SMI/SPMI at intake and every quarter thereafter and shall report the employment status to DHHS in the format, content, completeness, and timelines as specified by DHHS. For those indicating a need for EBSE, these services shall be provided.

8.2. For all individuals who express an interest in receiving EBSE services, a referral shall be made to the SE team within seven (7) days. If the SE team is not able to accommodate enrollment of SE services, the individual is deemed as waiting for SE services and waitlist information shall be reported as specified by DHHS.

8.3. The Contractor shall provide Evidenced Based Supported Employment (EBSE) to eligible individuals in accordance with the SAMHSA/Dartmouth model:

8.3.1. Services include but are not limited to; job development, work incentive counseling, rapid job search, follow along supports for employed clients



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

9. COORDINATION OF CARE FROM RESIDENTIAL OR PSYCHIATRIC TREATMENT FACILITIES

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



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

10. COORDINATED CARE AND INTEGRATED TREATMENT

10.1. PRIMARY CARE

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

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

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



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- 10.2.1.2. Conducting a full assessment for substance use disorder and associated impairments for each individual that screens positive for substance use.
 - 10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance use screening.
 - 10.2.2. Should the Contractor choose to provide substance misuse treatment for Co-Occurring Disorders the Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model
 - 10.2.2.1. Assertive engagement.
 - 10.2.2.2. Motivational interviewing.
 - 10.2.2.3. Medications for substance use disorders.
 - 10.2.2.4. Cognitive-behavioral therapy for substance use disorder.
 - 10.2.3. The Contractor shall make all appropriate referrals should the individual require additional substance use disorder care utilizing the current New Hampshire system of care, and shall ensure linkage to and coordination with such resources.
- 10.3. AREA AGENCIES**
- 10.3.1. The Contractor shall use best efforts to develop a Memorandum of Understanding (MOU) or other appropriate collaborative agreement with the Area Agency that serves the region to address processes that enable collaboration for the following:
 - 10.3.1.1. Services for those dually eligible for both organizations.
 - 10.3.1.2. Transition plans for youth leaving children's services.
 - 10.3.1.3. An Emergency Department (ED) protocol for individuals who are dually eligible.
 - 10.3.1.4. A process for assessing individuals leaving NHH.
 - 10.3.1.5. An annual orientation for case management/intake staff of both organizations.
 - 10.3.1.6. A plan for each person who receives dual case management outlining the responsibilities of each organization and expectation for collaboration.
- 10.4. PEER SUPPORTS**
- 10.4.1. The Community Mental Health Center shall promote recovery principles and the integration of peer support services through the agency, which must include, but is not limited to:
 - 10.4.1.1. Employing peers as integrated members of the Center's treatment team(s) with the ability to deliver conventional



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

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

10.5. TRANSITION OF CARE WITH MCO's

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

11. CANS/ANSA OR OTHER APPROVED ASSESSMENT

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



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

12. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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

13. APPLICATION FOR OTHER SERVICES

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

14. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

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



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15. QUALITY IMPROVEMENT

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

16. MAINTENANCE OF FISCAL INTEGRITY

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



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- 16.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.
- 16.3.2.2. Formula: Total current assets divided by total current liabilities.
- 16.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.
- 16.3.3. Debt Service Coverage Ratio:
 - 16.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 16.3.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 16.3.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 16.3.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 16.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 16.3.4. Net Assets to Total Assets:
 - 16.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 16.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 16.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.
 - 16.3.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 16.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 16.4. In the event that the Contractor does not meet either:
 - 16.4.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 16.4.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months:
 - 16.4.2.1. The Department may require that the Contractor meet with Department staff to explain the reasons that the Contractor has not met the standards.
 - 16.4.2.2. The Department may require the Contractor to submit a comprehensive corrective action plan within thirty (30)



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

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

17. REDUCTION OR SUSPENSION OF FUNDING

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



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18. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

19. DATA REPORTING

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



Exhibit A Amendment #1

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

20. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

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



Exhibit A Amendment #1

20.3. Other conditions for payment:

20.3.1. Progress Reports from the Contractor shall:

20.3.1.1. Outline activities related to Phoenix database;

20.3.1.2. Include any costs for software, scheduled staff trainings; and

20.3.1.3. Include progress to meet anticipated deadlines as specified.

21. SPECIALTY HOUSING PROVISIONS

21.1. The Contractor shall continue to provide intensive residential treatment services for individuals at high risk of admission to NHH within the Northern Human Services catchment area to support the HUD requirement of the Gilpin Community Residence to move from the provision of transitional housing to permanent supported housing.

21.2. Funds will be applied to support the staffing costs at the Gilpin Community Residence, 145 High Street, Littleton, NH and to the extent possible the Kearsarge Community Residence, 138 Kearsarge Street, North Conway, NH to enhance staffing support. Data will be submitted to the department as requested.

21.3. Reimbursements will be based on costs in accordance with Exhibit B.

22. HOUSING SUPPORT SERVICES

22.1. The Contractor shall employ a designated housing staff to provide housing support services to individuals in their catchment area. This includes coordinating with and developing relationships with other vendors that provide services to individuals receiving the Housing Bridge Subsidy in other regions, and coordinating housing efforts with the Department and the New Hampshire Housing Finance Authority.

22.2. The Contractor shall ensure outreach and efforts to connect with all currently served Housing Bridge Subsidy Individuals within their region occurs within 60 days of this contract effective date.

23. ALTERNATIVE AND CRISIS HOUSING SUBSIDY

23.1. The Contractor shall provide the use of a building known as the Kearsarge Residence located at 138 Kearsarge Street, North Conway, NH to provide alternative housing for state eligible clients. Services to include staffed crisis respite bed and supportive services for other residences.

23.2. Funds shall be used to support staffing needed as well as ongoing maintenance of the building.

23.3. NHS shall report on a quarterly basis the number of individuals residing, the date the individual arrived to the residence, and supports provided while residing there, and the date the individual left the residence.



Exhibit B Amendment #1

Method and Conditions Precedent to Payment

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

CFDA #: N/A
Federal Agency: U.S. Department of Health and Human Services
Program Title: Behavioral Health Services Information System (BHSIS)
FAIN: N/A

CFDA #: 93.778
Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS)
Program Title: Medical Assistance Program
FAIN: 1705NH5MAP

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



Exhibit B Amendment #1

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

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

9. Other Contract Programs:

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

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

9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

9.2.1. The Contractor shall provide invoices on Department supplied forms.

9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.

9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.



Exhibit B Amendment #1

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

The invoice must be submitted to:

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

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

ACT Costs	INVOICE TYPE	TOTAL COST
Invoice based payments on invoice	Programmatic costs as outlined on invoice by month	\$480,000
ACT Enhancements	Agencies may choose one of the following for a total of 5 (five) one time payments of \$5,000.00. Each item may only be reported on one time for payment. <ol style="list-style-type: none"> 1. Agency employs a minimum of .5 Psychiatrist on Team based on SFY 19 and 20 Fidelity Review. 2. Agency receives a 4 or higher score on their SFY 19 and 20 Fidelity Review for Consumer on Team, Nurse on Team, SAS on Team, SE on Team, or Responsibility for crisis services. 	\$25,000

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



Exhibit B Amendment #1

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

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

9.9. RENEW Sustainability Continuation: DHHS shall reimburse the Contractor for RENEW Activities Outlines in Exhibit A, RENEW Sustainability. Renew costs will be billed on green sheets and will have detailed information regarding the expense associated with each of the following items, not to exceed 6,000.00 annually. Funding can be used for training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and Travel costs.

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

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

9.11. Specialty Housing Provisions: Funding to support specialty housing services as outlined in Exhibit A.

9.12. Alternative and Crisis Housing Subsidy: Funding to support staffing and building maintenance as outlined in Exhibit A.

9.13. General Training Funding: Funds are available in SFY 2019 to support any general training needs for staff. Focus should be on trainings needed to retain current staff or trainings needed to obtain staff for vacant positions.

9.14. System Upgrade Funding: One time funds available in SFY 2019 to support software, hardware, and data upgrades to support items outlined in Exhibit A. Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs as outlined in Exhibit B. Invoice for funds should outline activity it has supported.

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



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 9, 2017
G&C Approved

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

Date 6/21/17

Item # Kate Stem # A

REQUESTED ACTION

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

Summary of contracted amounts by vendor:

Vendor	New Hampshire Locations	State Fiscal Year 2018	State Fiscal Year 2019	Total Amount
Northern Human Services	Conway	\$ 393,559	\$ 389,559	\$ 783,118
West Central Services DBA West Central Behavioral Health	Lebanon	\$ 328,961	\$ 332,961	\$ 661,922
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	Laconia	\$ 334,885	\$ 338,885	\$ 673,770
Riverbend Community Mental Health, Inc.	Concord	\$ 424,673	\$ 428,673	\$ 853,346
Monadnock Family Services	Keene	\$ 401,360	\$ 405,360	\$ 806,720
Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	Nashua	\$1,230,869	\$1,230,869	\$ 2,461,738
The Mental Health Center of Greater Manchester, Inc.	Manchester	\$1,699,490	\$1,695,490	\$ 3,394,980
Seacoast Mental Health Center, Inc.	Portsmouth	\$ 887,535	\$ 883,535	\$ 1,771,070
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	Dover	\$ 320,313	\$ 324,313	\$ 644,626
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	Derry	\$ 391,061	\$ 387,061	\$ 778,122
TOTAL		\$6,412,706	\$6,416,706	\$12,829,412

Please see attached financial detail.

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

EXPLANATION

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

These ten (10) agreements include provisions for:

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

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

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

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

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

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

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

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

Area served: Statewide.

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

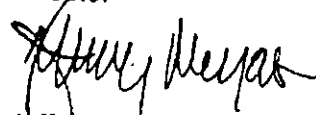
In the event that the Federal or Other Funds become no longer available, General Funds shall not be requested to support these programs.

Respectfully submitted



Katja S. Fox
Director

Approved by:



Jeffrey A. Meyers
Commissioner

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2018-2019 FINANCIAL DETAIL**

05-95-92-922010-4117, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT
88.2% General Funds; 11.65% Federal Funds; .15% Other

CFDA # 93.778
FAIN 1705NH5MAP
Vendor # 177222

Northern Human Services

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	379,249
2019	102/500731	Contracts for Program Services	TBD	379,249
Sub Total				758,498

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	322,191
2019	102/500731	Contracts for Program Services	TBD	322,191
Sub Total				644,382

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

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	328,115
2019	102/500731	Contracts for Program Services	TBD	328,115
Sub Total				656,230

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	381,653
2019	102/500731	Contracts for Program Services	TBD	381,653
Sub Total				763,306

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	357,590
2019	102/500731	Contracts for Program Services	TBD	357,590
Sub Total				715,180

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

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,183,799
2019	102/500731	Contracts for Program Services	TBD	1,183,799
Sub Total				2,367,598

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	1,646,829
2019	102/500731	Contracts for Program Services	TBD	1,646,829
Sub Total				3,293,658

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	746,765
2019	102/500731	Contracts for Program Services	TBD	746,765
Sub Total				1,493,530

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2018-2019 FINANCIAL DETAIL**

Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	313,543
2019	102/500731	Contracts for Program Services	TBD	313,543
Sub Total				627,086

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	TBD	350,791
2019	102/500731	Contracts for Program Services	TBD	350,791
Sub Total				701,582
SUB TOTAL				12,021,050

05-95-92-922010-4121-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION
100% Federal Funds

CFDA # N/A
FAIN N/A

Northern Human Services Vendor # 177222

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

West Central Svcs, Inc., DBA West Behavioral Health Vendor # 177654

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

The Lakes Region Mental Health Center., Inc. DBA Genesis Behavioral Health Vendor # 154480

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

Riverbend Community Mental Health, Inc. Vendor # 177192

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

Monadnock Family Services Vendor # 177510

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

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Vendor # 154112

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

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2018-2019 FINANCIAL DETAIL**

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

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

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

Vendor # 177278

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

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

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92204121	5,000
2019	102/500731	Contracts for Program Services	92204121	5,000
Sub Total				10,000
SUB TOTAL				100,000

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2018-2019 FINANCIAL DETAIL**

05-95-92-921010-2053-102-500731, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV ,BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE
100% General Funds

CFDA # N/A
FAIN N/A
Vendor # 177222

Northern Human Services

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	-
Sub Total				4,000

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
Sub Total				4,000

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

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
Sub Total				4,000

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
Sub Total				4,000

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
Sub Total				4,000

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	-
Sub Total				4,000

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	-
Sub Total				4,000

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

Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	92102053	-
2019	102/500731	Contracts for Program Services	92102053	4,000
Sub Total				4,000

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2018-2019 FINANCIAL DETAIL**

The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Current Modified Budget
2018	102/500731	Contracts for Program Services	92102053	4,000
2019	102/500731	Contracts for Program Services	92102053	-
		Sub Total		4,000
		SUB TOTAL		36,000

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

CFDA # N/A
FAIN N/A

Northern Human Services

Vendor # 177222

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	5,310
2019	550/500398	Contracts for Program Services	42105824	5,310
		Sub Total		10,620

West Central Svcs, Inc., DBA West Behavioral Health

Vendor # 177654

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

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

Vendor # 154480

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

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

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
		Sub Total		3,540

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	3,540
2019	550/500398	Contracts for Program Services	42105824	3,540
		Sub Total		7,080

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2018-2019 FINANCIAL DETAIL**

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
Sub Total				3,540

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

Vendor # 177278

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
Sub Total				3,540

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

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	550/500398	Contracts for Program Services	42105824	1,770
2019	550/500398	Contracts for Program Services	42105824	1,770
Sub Total				3,540
SUB TOTAL				46,020

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

CFDA #
FAIN

93,150
SM016030-14

Riverbend Community Mental Health, Inc.

Vendor # 177192

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	36,250
2019	102/500731	Contracts for Program Services	42307150	36,250
Sub Total				72,500

Monadnock Family Services

Vendor # 177510

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	37,000
2019	102/500731	Contracts for Program Services	42307150	37,000
Sub Total				74,000

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

Vendor # 154112

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	40,300
2019	102/500731	Contracts for Program Services	42307150	40,300
Sub Total				80,600

The Mental Health Center of Greater Manchester, Inc.

Vendor # 177184

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	40,121
2019	102/500731	Contracts for Program Services	42307150	40,121
Sub Total				80,242

**NH DHHS COMMUNITY MENTAL HEALTH CENTER CONTRACTS
SFY 2018-2019 FINANCIAL DETAIL**

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	25,000
2019	102/500731	Contracts for Program Services	42307150	25,000
		Sub Total		50,000

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

Vendor # 174116

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	42307150	29,500
2019	102/500731	Contracts for Program Services	42307150	29,500
		Sub Total		59,000
		SUB TOTAL		416,342

05-95-92-920510-3380, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES

2% General Funds, 98% Federal Funds

CFDA #

93.959

FAIN

T1010035

Seacoast Mental Health Center, Inc.

Vendor # 174089

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

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

100% Federal Funds

CFDA #

93.043

FAIN

17AANHT3PH

Seacoast Mental Health Center, Inc.

Vendor # 174089

Fiscal Year	Class / Account	Class Title	Job Number	Amount
2018	102/500731	Contracts for Program Services	48108462	35,000
2019	102/500731	Contracts for Program Services	48108462	35,000
		SUB TOTAL		70,000
		TOTAL		12,829,412



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
 27 Hazen Dr., Concord, NH 03301
 Fax: 603-271-1516 TDD Access: 1-800-735-2964
 www.nh.gov/doit

Denis Goulet
 Commissioner

June 16, 2017

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

Dear Commissioner Meyers:

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

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

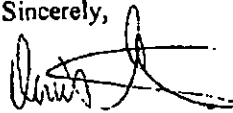
The Department of Health and Human Services requests to enter into an agreement to promote recovery from mental illness by providing non-Medicaid community mental health services for approximately 45,000 adults, children and families without insurance for eligible residents in the State of New Hampshire.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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

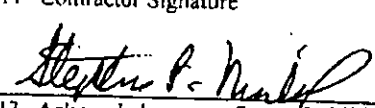
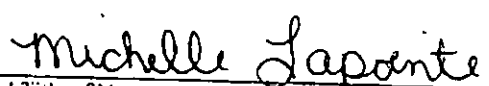
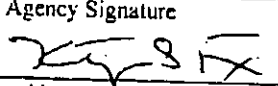
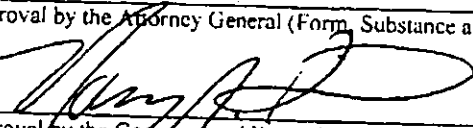
DG/kaf
DoIT #2018-074

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 Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-447-3347	1.6 Account Number 05-95-92-922010-[4117, 4121, 2053] 05-95-42-421010-2958	1.7 Completion Date June 30, 2019	1.8 Price Limitation \$783,118
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Stephen Michaud, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coos</u> On <u>June 7, 2017</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 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Michelle Lapointe Justice of the Peace</u>			
1.14 State Agency Signature  Date: <u>6/15/17</u>		1.15 Name and Title of State Agency Signatory <u>Katy Stix, 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>6/13/2017</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



SCOPE OF SERVICES

1. PROVISIONS APPLICABLE TO ALL SERVICES

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

2. SYSTEM OF CARE FOR CHILDREN'S MENTAL HEALTH

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

3. PROVISION OF CARE IN EMERGENCY DEPARTMENTS

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



Exhibit A

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

4. QUALITY IMPROVEMENT

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



Exhibit A

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

5. SUBSTANCE USE SCREENING

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

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

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



Exhibit A

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

7. COORDINATION WITH PRIMARY CARE PROVIDER

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

8. TRANSITION OF CARE

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



Exhibit A

9. APPLICATION FOR OTHER SERVICES

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

10. COMMUNITY MENTAL HEALTH PROGRAM (CMHP) STATUS

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

11. MAINTENANCE OF FISCAL INTEGRITY

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

11.1.1. Days of Cash on Hand:

11.1.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

11.1.1.2. Formula: Cash, cash equivalents and short term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

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

11.1.2. Current Ratio:

11.1.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

11.1.2.2. Formula: Total current assets divided by total current liabilities.

11.1.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.



Exhibit A

- 11.1.3. Debt Service Coverage Ratio:
- 11.1.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.
 - 11.1.3.2. Definition: The ratio of Net Income to the year to date debt service.
 - 11.1.3.3. Formula: Net Income plus Depreciation/Amortization Expense plus Interest Expense divided by year to date debt service (principal and interest) over the next twelve (12) months.
 - 11.1.3.4. Source of Data: The Contractor's Monthly Financial Statements identifying current portion of long-term debt payments (principal and interest).
 - 11.1.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.
- 11.1.4. Net Assets to Total Assets:
- 11.1.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.
 - 11.1.4.2. Definition: The ratio of the Contractor's net assets to total assets.
 - 11.1.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets
 - 11.1.4.4. Source of Data: The Contractor's Monthly Financial Statements.
 - 11.1.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.
- 11.2. In the event that the Contractor does not meet either:
- 11.2.1. The standard regarding Days of Cash on Hand and the standard regarding Current Ratio for two (2) consecutive months; or
 - 11.2.2. Three (3) or more of any of the Maintenance of Fiscal Integrity standards for three (3) consecutive months,
- DHHS may require that the Contractor meet with DHHS staff to explain the reasons that the Contractor has not met the standards. DHHS may require the Contractor to submit a comprehensive corrective action plan within thirty (30) calendar days of notification that 11.2.1. and/or 11.2.2. has not been met. The plan shall be updated at least every thirty (30) calendar days until compliance is achieved. DHHS may request additional information to assure continued access to services. The Contractor shall provide requested information in a timeframe agreed upon by both parties.
- 11.3. The Contractor shall inform the Director of the Bureau of Mental Health Services (BMHS) by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with DHHS.
- 11.4. The monthly Balance Sheet, Profit & Loss Statement, Cash Flow Statement, and all other financial reports shall be based on the accrual method of accounting and include the Contractor's total revenues and expenditures whether or not generated by or resulting from funds provided pursuant to this Agreement. These reports are due within thirty (30) calendar days after the end of each month.



Exhibit A

11.5. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

11.5.1. The Contractor shall complete the Revenue and Expense Budget on the DHHS supplied form (Budget Form A, a template for which is included in Exhibit B, Appendix 1), which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately so long as the cost center code is unchanged.

11.5.2. The Contractor shall provide to DHHS quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each quarter. A quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

12. REPORTING REQUIREMENTS

12.1. On a quarterly basis, the Contractor shall provide to DHHS the following:

12.1.1. For BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received.

12.1.2. For Non-BMHS Eligible Clients: For clients with Medicaid or insurance other than Medicaid or for those with no insurance, the number of clients served, the type of services provided and the cost of providing those services for which no reimbursement was received. Emergency services provided to these individuals must be reported separately.

12.2. BMHS eligible is defined as those clients who are clinically eligible under SPMI, SMI, LU, SED, and SEDIA.

12.3. The DHHS approved template will be used for reporting. The first report will be for the quarter ending September 30 and shall be due within thirty (30) calendar days after the respective quarter end. Quarter is defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

13. REDUCTION OR SUSPENSION OF FUNDING

13.1. In the event that the State funds designated as the Price Limitation in Block 1.8. of the General Provisions are materially reduced or suspended, DHHS shall provide prompt written notification to the Contractor of such material reduction or suspension.

13.2. In the event that the reduction or suspension in federal or state funding allocated to the Contractor by DHHS shall prevent the Contractor from providing necessary services to consumers, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

13.3. Any plan devised pursuant to 13.2. above, shall be submitted to DHHS for review. DHHS shall review the plan within ten (10) business days and shall approve the plan so long as the Contractor agrees to make its best efforts, with respect to eligible consumers residing in the Contractor's region, in the following areas:



Exhibit A

- 13.3.1. All new applicants for services shall receive an evaluation and, if eligible, an individual service plan. The Contractor shall notify DHHS of any necessary services which are unavailable;
- 13.3.2. The Contractor shall continue to provide emergency services to all consumers;
- 13.3.3. The Contractor shall serve individuals who meet the criteria for involuntary admission to a designated receiving facility; and
- 13.3.4. The Contractor shall provide services to persons who are on a conditional discharge pursuant to RSA 135-C:50 and He-M 609.

14. ELIMINATION OF PROGRAMS AND SERVICES BY CONTRACTOR

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

15. DATA REPORTING

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



Exhibit A

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

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

16. PRE-ADMISSION SCREENING AND RESIDENT REVIEW

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



17. EMERGENCY SERVICES

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

18. ADULT ASSERTIVE COMMUNITY TREATMENT (ACT) TEAMS

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

19. EVIDENCE-BASED SUPPORTED EMPLOYMENT (EBSE)

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



Exhibit A

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

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

20.1. The Contractor shall participate in the development of plans to transition individuals at NHH and the Glenclyff Home to the community.

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

21. BEHAVIORAL HEALTH SERVICES INFORMATION SYSTEM (BHSIS)

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

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

21.3. Activities that may be funded:

21.3.1. Costs Associated with Phoenix Database:

21.3.1.1. Contractors performing rewrites to database and/or submittal routines;

21.3.1.2. Information Technology (IT) staff time used for re-writing, testing, validating Phoenix data (to include overtime);

21.3.1.3. Software and/or training purchased to improve Phoenix data collection; or

21.3.1.4. Staff training for collecting new data elements.

21.3.2. Costs associated with developing other BBH-requested data reporting system; and

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

21.4. Other conditions for payment:

21.4.1. Progress Reports from the Contractor shall:

21.4.1.1. Outline activities related to Phoenix database;

21.4.1.2. Include any costs for software, scheduled staff trainings; and

21.4.1.3. Include progress to meet anticipated deadlines as specified.

21.4.2. Payments:

21.4.2.1. Payments, according to need, shall be made upon receipt of progress reports from Contractor's IT department;

21.4.2.2. Final payment shall be issued upon successful submission of complete Phoenix data; and



Exhibit A

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

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

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

23. CRISIS HOUSING SUBSIDY (Region 1)

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

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

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



Exhibit A

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

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

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



Exhibit B

Method and Conditions Precedent to Payment

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

CFDA #: N/A
Federal Agency: U.S. Department of Health and Human Services
Program Title: Behavioral Health Services Information System (BHSIS)
FAIN: N/A

CFDA #: 93.778
Federal Agency: US Department of Health and Human Services, Centers for Medicare & Medicaid Services (CMS)
Program Title: Medical Assistance Program
FAIN: 1705NH5MAP

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

New Hampshire Department of Health and Human Services
Mental Health Services



Exhibit B

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

9. Other Contract Programs:

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

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

9.2. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

9.2.1. The Contractor shall provide invoices on Department supplied forms.

9.2.2. The Contractor shall provide supporting documentation to support evidence of actual expenditures, in accordance with the DHHS approved Revenue and Expense budgets.

9.2.3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

9.3. Failure to expend Program funds as directed may, at the discretion of DHHS, result in financial penalties not greater than the amount of the directed expenditure. The Contractor shall submit an invoice for each program above by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each DHHS approved invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

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



Exhibit B

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

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

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

New Hampshire Department of Health and Human Services
Mental Health Services



Exhibit B, Appendix 1

FISCAL PERIOD: _____
SPY _____ BUDGET _____

	Total Agency	Total Administration 100	Total Programs	Maintenance 100	Children & Adolescents 101	Older Adult Services 102	Intake 103	Emergency Services/ Assessment 104	Brief/DRP 105	Intensive Partial Hospital 107	Restorative Partial Hospital 108
400 PROG. SERV. FEES											
401 Net client fees	0	0	0	0	0	0	0	0	0	0	0
402 HMO's	0	0	0	0	0	0	0	0	0	0	0
403 BC/BS	0	0	0	0	0	0	0	0	0	0	0
404 Medicaid	0	0	0	0	0	0	0	0	0	0	0
405 Medicare	0	0	0	0	0	0	0	0	0	0	0
406 Other insurance	0	0	0	0	0	0	0	0	0	0	0
411 Other program fees	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0
420 PROG. SALES											
421 Production	0	0	0	0	0	0	0	0	0	0	0
422 Service	0	0	0	0	0	0	0	0	0	0	0
430 PUBLIC SUPPORT											
431 United Way	0	0	0	0	0	0	0	0	0	0	0
432 Local/County Government	0	0	0	0	0	0	0	0	0	0	0
433 Donations/Contributions	0	0	0	0	0	0	0	0	0	0	0
434 Bur. Developmental Services	0	0	0	0	0	0	0	0	0	0	0
435 Other public support	0	0	0	0	0	0	0	0	0	0	0
436 Div. Voc. Rehab.	0	0	0	0	0	0	0	0	0	0	0
437 Div. Alcohol/Drug Abuse Prev & Recovery	0	0	0	0	0	0	0	0	0	0	0
438 Div. for Children, Youth & Families	0	0	0	0	0	0	0	0	0	0	0
439 State Emergency Shelter Grant	0	0	0	0	0	0	0	0	0	0	0
440 FEDERAL FUNDING											
441 Block Grants	0	0	0	0	0	0	0	0	0	0	0
444 HUD	0	0	0	0	0	0	0	0	0	0	0
445 Other Federal Grants	0	0	0	0	0	0	0	0	0	0	0
446 PATH	0	0	0	0	0	0	0	0	0	0	0
448 MHSIP	0	0	0	0	0	0	0	0	0	0	0
450 OTHER REVENUE											
451 Rental Income	0	0	0	0	0	0	0	0	0	0	0
452 Interest Income	0	0	0	0	0	0	0	0	0	0	0
453 In-Kind Donations	0	0	0	0	0	0	0	0	0	0	0
454 All Other Revenue	0	0	0	0	0	0	0	0	0	0	0
460 BBH											
461 Bur. of Behavioral Health	0	0	0	0	0	0	0	0	0	0	0
462 Other BBH	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0
500 General Management Allocation	0	0	0	0	0	0	0	0	0	0	0

New Hampshire Department of Health and Human Services
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Exhibit B, Appendix 1

TOTAL PROGRAM REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
600 PERSONNEL COSTS													
601 Salary & Wages	0	0	0	0	0	0	0	0	0	0	0	0	0
602 Employee Benefits	0	0	0	0	0	0	0	0	0	0	0	0	0
603 Payroll Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
610 Clerk Wages	0	0	0	0	0	0	0	0	0	0	0	0	0
620 PROFESSIONAL FEES													
621 Substitute Staff	0	0	0	0	0	0	0	0	0	0	0	0	0
622 Client Evaluations/Services	0	0	0	0	0	0	0	0	0	0	0	0	0
624 Accounting	0	0	0	0	0	0	0	0	0	0	0	0	0
625 Audit Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
626 Legal Fees	0	0	0	0	0	0	0	0	0	0	0	0	0
627 Other Prof Fees/Consultations	0	0	0	0	0	0	0	0	0	0	0	0	0
630 STAFF DEV & TRAINING													
631 Journals & Publications	0	0	0	0	0	0	0	0	0	0	0	0	0
632 In-Service Training	0	0	0	0	0	0	0	0	0	0	0	0	0
633 Conferences & Conventions	0	0	0	0	0	0	0	0	0	0	0	0	0
634 Other Staff Development	0	0	0	0	0	0	0	0	0	0	0	0	0
640 OCCUPANCY COSTS													
641 Rent	0	0	0	0	0	0	0	0	0	0	0	0	0
642 Mortgage (Interest)	0	0	0	0	0	0	0	0	0	0	0	0	0
643 Heating Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
644 Other Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0
646 Maintenance & Repairs	0	0	0	0	0	0	0	0	0	0	0	0	0
648 Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0
647 Other Occupancy Costs	0	0	0	0	0	0	0	0	0	0	0	0	0
650 CONSUMABLE SUPPLIES													
651 Office	0	0	0	0	0	0	0	0	0	0	0	0	0
652 Building/Household	0	0	0	0	0	0	0	0	0	0	0	0	0
653 Educational/Training	0	0	0	0	0	0	0	0	0	0	0	0	0
654 Production & Sales	0	0	0	0	0	0	0	0	0	0	0	0	0
655 Food	0	0	0	0	0	0	0	0	0	0	0	0	0
656 Medical	0	0	0	0	0	0	0	0	0	0	0	0	0
657 Other Consumable Supplies	0	0	0	0	0	0	0	0	0	0	0	0	0
SUBTOTAL PAGE	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Carried Forward	0	0	0	0	0	0	0	0	0	0	0	0	0
700 Advertising	0	0	0	0	0	0	0	0	0	0	0	0	0
710 Printing	0	0	0	0	0	0	0	0	0	0	0	0	0
720 Telephone/Communication	0	0	0	0	0	0	0	0	0	0	0	0	0
730 Postage/Shipping	0	0	0	0	0	0	0	0	0	0	0	0	0
740 TRANSPORTATION													
741 Board Members	0	0	0	0	0	0	0	0	0	0	0	0	0
742 Staff	0	0	0	0	0	0	0	0	0	0	0	0	0
743 Clients	0	0	0	0	0	0	0	0	0	0	0	0	0
744 Delivery Products	0	0	0	0	0	0	0	0	0	0	0	0	0
750 ASSIST TO INDIVIDUALS													



New Hampshire Department of Health and Human Services
Mental Health Services

Exhibit B, Appendix 1

751	Client Services	0	0	0	0	0	0	0	0	0	0	0	0
752	Clothing	0	0	0	0	0	0	0	0	0	0	0	0
760	INSURANCE												
761	Malpractice & Bonding	0	0	0	0	0	0	0	0	0	0	0	0
762	Vehicles	0	0	0	0	0	0	0	0	0	0	0	0
763	Comprehensive, Property & Liability	0	0	0	0	0	0	0	0	0	0	0	0
800	OTHER EXPENDITURES												
801	Interest Expense (other than Mortgage Interest)	0	0	0	0	0	0	0	0	0	0	0	0
802	In-Kind Expense	0	0	0	0	0	0	0	0	0	0	0	0
803	Depreciation, Equipment	0	0	0	0	0	0	0	0	0	0	0	0
804	Depreciation, Building	0	0	0	0	0	0	0	0	0	0	0	0
805	Equipment Rental	0	0	0	0	0	0	0	0	0	0	0	0
806	Equipment Maintenance	0	0	0	0	0	0	0	0	0	0	0	0
807	Membership Dues	0	0	0	0	0	0	0	0	0	0	0	0
810	Other Expenditures	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0
900	Administrative Allocation	0	0	0	0	0	0	0	0	0	0	0	0
	TOTAL PROGRAM EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0
	SURPLUS/(DEFICIT)	0	0	0	0	0	0	0	0	0	0	0	0
	Total Revenue - Total Expense (line 40 - 115)												
	BBH Revenue w/Match	0	-	0	-	-	-	-	-	-	-	-	-
	Total Fees less Medicaid	0	-	0	-	-	-	-	-	-	-	-	-
	BBH Revenue	0	-	0	-	-	-	-	-	-	-	-	-
	Personnel Expense	0	-	0	-	-	-	-	-	-	-	-	-



SPECIAL PROVISIONS

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

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



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

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

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

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.

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



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



Exhibit C-1

- 7.5.1. Officers and directors shall act in accord with their duty of loyalty to the organizations they represent and shall avoid self-dealing and shall participate in no financial transactions or decisions that violate their duty not to profit.
 - 7.5.2. Officers and directors shall act in accord with their fiduciary duties and shall actively participate in the affairs of their organization in carrying out the provisions of this Agreement.
 - 7.5.3. All financial transactions between board members and the organization they represent shall conform to applicable New Hampshire law.
6. Replace Subparagraphs 8.1. through 8.1.3., and add Subparagraphs 8.1.4. through 8.1.16. regarding "Event of Default, Remedies" with the following:
- 8.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
 - 8.1.1. Failure to perform the services satisfactorily or on schedule during the Agreement term;
 - 8.1.2. Failure to submit any report or data within requested timeframes or comply with any record keeping requirements as specified in this Agreement;
 - 8.1.3. Failure to impose fees, to establish collection methods for such fees, or to make a reasonable effort to collect such fees;
 - 8.1.4. Failure to either justify or correct material findings noted in a DHHS financial review;
 - 8.1.5. Failure to comply with any applicable rules of the Department;
 - 8.1.6. Failure to expend funds in accordance with the provisions of this Agreement;
 - 8.1.7. Failure to comply with any covenants or conditions in this Agreement;
 - 8.1.8. Failure to correct or justify to DHHS's satisfaction deficiencies noted in a quality assurance report;
 - 8.1.9. Failure to obtain written approval in accordance with General Provisions, Paragraph 12. before executing a subcontract or assignment;
 - 8.1.10. Failure to attain the performance standards established in Exhibit A, Section 11;
 - 8.1.11. Failure to make a face-to-face appointment available to consumers leaving New Hampshire Hospital who desire to reside in the region served by the Contractor within seven (7) calendar days of notification of the consumer's discharge, or within seven (7) calendar days of the consumer's discharge, whichever is later. New Hampshire Hospital shall notify the Contractor of discharge by speaking directly to a designated staff member of the Contractor in advance of the discharge. Leaving a voicemail message shall not constitute notice of discharge for the purposes of this provision. Persons discharged who are new to a Community Mental Health Center (CMHC) shall have an intake within seven (7) days;



Exhibit C-1

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



9.5. The Contractor shall submit to DHHS all reports as requested by DHHS in electronic format by method specified by DHHS on such schedule that DHHS shall request. These submissions shall be complete, accurate, and timely. These reports shall include data from subcontractors. All submissions are due within thirty (30) days of the end of the reporting period, with the exception of the reports required by Exhibit A, 12.1.

9.5.1. The Contractor shall submit the following fiscal reports:

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

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

9.5.1.3. The Contractor shall maintain detailed fiscal records. Fiscal records shall be retained for seven (7) years after the completion date and thereafter if audit observations have not been resolved to the State's satisfaction.

9.5.1.4. The Contractor shall submit to DHHS financial statements in a format in accordance with the American Institute of Certified Public Accountants Guidelines together with a management letter, if issued, by a Certified Public Accountant for any approved subcontractor, or any person, natural or fictional, which is controlled by, under common ownership with, or an affiliate of the Contractor. In the event that the said audited financial statement and management letter are unavailable or incomplete, the Contractor shall have ninety (90) days to complete and submit said statement and letter to DHHS.

9.5.1.5. On or before November 1st of each fiscal year, the Contractor shall submit their independent audit with cover letter and Management Letter, if issued, as defined in section 9.5.1.4. of this Exhibit to DHHS in PDF format.

9.5.1.6. If the federal funds expended under this or any other Agreement from any and all sources exceeds seven hundred fifty thousand, five hundred dollars (\$750,500) in the aggregate in a one (1) year period, the required audit shall be performed in accordance with the provisions of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and Chapter 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards



- 9.5.2. The Contractor shall ensure that submitted Phoenix data files and records are consistent with DHHS file specification and specification of the format and content requirements of those files.
- 9.5.3. For required federal reports, the Contractor shall:
- 9.5.3.1. Cooperate with data requests from the Substance Abuse and Mental Health Services Administration (SAMHSA), US Department of Health and Human Services and adhere to the timelines required by SAMHSA;
 - 9.5.3.2. Unless the following data is collected by a DHHS contracted vendor, the Contractor shall select a statistically valid random sample of consumers including elders, adults, children/ adolescents and their families, and administer the federally standardized Consumer Satisfaction Surveys to the selected sample of consumers on or before June 30th of each fiscal year; and
 - 9.5.3.3. Submit to DHHS all reasonable additional reports and data files by method specified by DHHS as requested on such schedule and in such electronic format that DHHS shall request. These reports, similar to the reports outlined above, shall include data from subcontractors.
 - 9.5.3.4. The Contractor agrees to submit to DHHS reports on high profile and sentinel events in accordance with the Bureau of Mental Health Services policy.
11. Replace Paragraph 12. entitled "Assignment, Delegation and Subcontracts" with the following:
- ASSIGNMENTS, SUBCONTRACTS, MERGER AND SALE.**
- 12.1. The Contractor shall not delegate or transfer any or all of its interest in this Agreement or enter into any subcontract for direct services to clients in an amount exceeding ten thousand dollars (\$10,000) without the prior written consent of DHHS. As used in this Paragraph, "subcontract" includes any oral or written Agreement entered into between the Contractor and a third party that obligates any State funds provided pursuant to this Agreement to the Contractor under this Agreement. DHHS approval of the Contractor's proposed budget shall not relieve the Contractor from the obligation of obtaining DHHS's written approval where any assignment or subcontract has not been included in the Contractor's proposed budget. The Contractor shall submit the written subcontract or assignment to DHHS for approval and obtain DHHS's written approval before executing the subcontractor assignment. This approval requirement shall also apply where the Contractor's total subcontracts with an individual or entity equal, or exceed ten thousand dollars (\$10,000) in the aggregate. Failure of DHHS to respond to the approval request within thirty (30) business days shall be deemed approval.



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



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



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



REVISIONS TO EXHIBIT C, SPECIAL PROVISIONS

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

Handwritten initials in black ink, appearing to be 'JPM'.



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



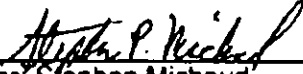
- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant:
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 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: Northern Human Services

June 7, 2017
Date


Name: Stephen Michaud
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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: Northern Human Services

June 7, 2017

Date


Name: Stephen Michaud
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 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

[Handwritten Signature]



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: Northern Human Services

June 7, 2017

Date


Name: Stephen Michaud
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

Handwritten initials in black ink, appearing to be 'A.P.H.' or similar.

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: Northern Human Services

June 7, 2017

Date

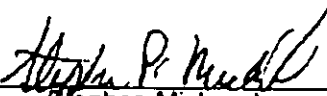

Name: Stephen Michaud
Title: President

Exhibit G

Contractor Initials 

Declaration of Compliance with requirements pertaining to Federal Non-discrimination, 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: Northern Human Services

June 7, 2017

Date



Name: Stephen Michaud
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.

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Contractor Initials AP

Date 6.7.17



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

3/2014

Contractor Initials APU

Date 6.7.17



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

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Contractor Initials *APM*

Date 6.7.17



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.

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Contractor Initials

APL

Date 6.7.17



Exhibit I

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

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

Department of Health and Human Services
The State

[Signature]
Signature of Authorized Representative

Katja S. Fox
Name of Authorized Representative

Director
Title of Authorized Representative

6/8/17
Date

Northern Human Services
Name of the Contractor

[Signature]
Signature of Authorized Representative

Stephen Michaud
Name of Authorized Representative

President
Title of Authorized Representative

June 7, 2017
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: Northern Human Services

June 7, 2017

Date


Name: Stephen Michaud
Title: President



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: 073973059
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

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: _____